

Stephen T. Bobo, Attorney for Johnson Controls, Inc.

**MEMORANDUM IN SUPPORT OF ADMINISTRATIVE EXPENSE CLAIMS OF
JOHNSON CONTROLS, INC. AND JOHNSON CONTROLS BATTERY GROUP, INC.**

Johnson Controls, Inc. ("JCI") and Johnson Controls Battery Group, Inc. ("JCBGI") assert administrative expense claims against Delphi Automotive Systems LLC ("Delphi") arising from Delphi's sale of certain real property commonly known as 760 New Jersey Avenue, New Brunswick, New Jersey (the "Property") to JCI in 2006. JCI subsequently transferred the Property to JCBGI, which remains the owner of the Property.

A. Factual Background

1. Delphi sold the Property to JCI pursuant to a certain Transfer Agreement Relating To Transfer of Delphi's New Brunswick Battery Facility To JCI entered into between those parties and dated May 26, 2006 (the "Transfer Agreement"). The Transfer Agreement was approved by an order dated June 26, 2006 entered by the United States Bankruptcy Court for the Southern District of New York in Bankruptcy Case No. 05-44481 (RDD) (the "Sale Approval Order"), and the transaction closed shortly thereafter. A copy of the Transfer Agreement is attached hereto as Exhibit A.

2. Before it could sell the Property, Delphi was required to comply with applicable New Jersey law, including the New Jersey Industrial Site Recovery Act, as amended, N.J.S.A. 13:1K-6 et seq. ("ISRA"). In order to begin to comply with ISRA, Delphi entered into a Remediation Agreement with the New Jersey Department of Environmental Protection ("NJDEP") dated July 26, 2006 (the "Remediation Agreement"). Pursuant to the Remediation Agreement, Delphi agreed to investigate and clean up the Property after selling it and agreed to establish financial assurance that it could complete the cleanup. NJDEP required Delphi to establish financial assurance in the initial amount of \$535,000.

3. After entering into the Remediation Agreement with NJDEP, Delphi investigated the Property and made several submissions to NJDEP regarding the results of its investigation and sought from NJDEP a statement that no further action was needed for certain portions of the Property. NJDEP responded in a lengthy letter to Delphi dated May 8, 2009 which rejected most of Delphi's assertions that it had sufficiently investigated the Property. NJDEP required Delphi to investigate the Property further before submitting a plan for its cleanup. Delphi has not responded to NJDEP's May 8, 2009 letter and has indicated that it intends to seek additional time until August 13, 2009 to respond to NJDEP.

4. NJDEP has incurred oversight costs in response to the release or threatened release of hazardous substances at the Property and will continue to incur such oversight costs. If Delphi does not pay for these oversight costs, NJDEP could seek to recover them from JCBGI, as the current owner of the Property, under either the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601

et seq., or the New Jersey Spill Compensation and Control Act, as amended (the "Spill Act"), N.J.S.A. 58:10-23.11 et seq. Delphi's liability under ISRA for NJDEP's oversight costs does not prevent NJDEP from using its CERCLA or Spill Act authority to seek to recover these costs from JCBGI.

5. JCI and JCBGI each assert contractual claims for indemnification arising under § 7.1.A of the Transfer Agreement. JCI also asserts contractual indemnification claims under Exhibit 3.6.H to the Transfer Agreement (the "Environmental Matters Exhibit"). Both JCI and JCBGI assert statutory claims against Delphi arising under CERCLA and the Spill Act.

B. Claims for Indemnification under Transfer Agreement § 7.1.A

6. Both JCI and JCBGI are entitled to indemnification from Delphi under Transfer Agreement § 7.1.A against damages, losses and expenses resulting from Delphi's breach of "any of its warranties or covenants" under the Transfer Agreement. Delphi covenanted in § 4.1 of the Environmental Matters Exhibit to investigate and clean up the Property as required by NJDEP to satisfy ISRA.

7. Delphi has already breached or will breach this covenant by failing to complete the ISRA cleanup and failing to provide adequate financial assurance for that cleanup's completion. It is now clear that Delphi intends to liquidate pursuant to its Amended Plan of Reorganization without either performing the ISRA cleanup itself or setting aside an adequate reserve to fund the cleanup work by a third party. Delphi does not intend even to respond to the NJDEP regarding its further investigation of the Property until well after: (i) the Administrative Expense claims bar date, (ii) the date set for filing objections to the Modified Plan of Reorganization, and (iii) the hearing on confirmation of the Modified Plan of Reorganization. Despite receiving the May 8, 2009 letter from NJDEP requiring substantial additional investigation of the Property, Delphi also has not increased the amount of financial assurance provided to NJDEP to provide for funding to complete the cleanup beyond the initial \$535,000 posted in 2006. Consequently, Delphi is attempting to put its liquidating plan into effect without ensuring completion or adequate funding of the ISRA cleanup. These omissions violate its covenant in § 4.1 of the Environmental Matters Exhibit.

8. Under § 7.2 of the Transfer Agreement, it is sufficient for purposes of indemnification that JCI and JCBGI know of facts which may become the basis of a third-party claim against them. In particular, Delphi's failure to complete its ISRA cleanup obligations will likely make JCI and JCBGI subject to one or more claims by NJDEP under either the Spill Act or CERCLA to compel either or both of them to clean up the Property themselves. Accordingly, JCI and JCBGI are entitled to indemnification for the costs of performing the ISRA cleanup (the "Cleanup Costs"), as well as related costs and expenses.

9. As set forth on the remediation summary attached as Exhibit B, the cleanup work that ISRA requires to be done includes the following actions: Cleaning of the Building Interior, Facility Decontamination, and Soil Remediation and Disposal. The estimated Cleanup Costs for this work total \$8,973,550, plus the accrued and accruing oversight costs of NJDEP. In addition,

JCI and JCBGI are entitled under § 7.1.A to be reimbursed for the expenses of investigation and attorneys fees they have accrued and will continue to accrue. To date, JCI and JCBGI have incurred attorneys' fees totaling \$178,916 in connection with environmental issues relating to the Property, and they expect to incur extensive additional attorneys' fees both in connection with this claim and in dealing with the NJDEP. In similar environmental litigation that was recently resolved through mediation, JCI and JCBGI incurred attorneys' fees totaling \$996,475. Therefore the total expected legal expense that will be incurred is \$1,175,391.

10. The total amount that JCI and JCBGI are entitled to be indemnified for under §7.1.A of the Transfer Agreement is \$10,148,941 plus the NJDEP oversight costs. Delphi must either pay this total amount directly to JCI and JCBGI or else place that amount in trust for the sole purposes of funding the ISRA Cleanup Costs and oversight costs relating to the Property and reimbursing JCI and JCBGI for their attorneys fees.

C. Contractual indemnification claims under Environmental Matters Agreement §

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11. Section 2 of the Environmental Matters Exhibit requires Delphi to indemnify JCI for Environmental Damages arising from Pre-Closing Environmental Contamination. The New Jersey Attorney General's office has informed counsel for JCI that it believes that neither the Sale Approval Order nor the provisions of the Bankruptcy Code prevent NJDEP from asserting claims against JCI and JCBGI with respect to pre-closing environmental conditions at the Property.

12. Under the definition of "Environmental Damages" in §1.9 of the Environmental Matters Exhibit, JCI is entitled to indemnification for any cost "arising out of an Environmental Law" and incurred under such law in response to contamination that Delphi caused.

13. The clean up of the areas that Delphi has already disclosed to NJDEP under ISRA and whatever additional cleanup work is required as a result of Delphi's subsequent disclosures to NJDEP are required by ISRA. Therefore the cost of such work is also subject to indemnification under § 2.1 of the Environmental Matters Exhibit. The estimated Cleanup Costs are detailed on the attached schedule.

14. JCI is entitled to indemnification under §2.1 of the Environmental Matters Exhibit in the amount of \$8,973,550 for the Cleanup Costs to comply with ISRA, as set forth on the attached Exhibit B, plus NJDEP's oversight costs. In addition, JCI is entitled to indemnification for the attorneys fees it has already incurred in the amount of \$178,916 and the attorneys fees it expects to incur in the amount of \$996,475. Therefore, JCI is entitled to indemnification in the total amount of \$10,148,941 plus NJDEP's oversight costs pursuant to § 2.1 of the Environmental Matters Exhibit.

D. Statutory Claims

15. JCI and JCBGI are also entitled to administrative expense status for their statutory claims against Delphi, which are: (1) a claim for cost recovery against Delphi under Section

107(a) of CERCLA, 42 U.S.C. § 9607(a); and (2) a claim for contribution under the Spill Act. See N.J.S.A. 58:10-23.11f.a(2)(a).

16. JCBGI has incurred and continues to incur costs to remove lead from stormwater which enters the Property and is required to do so under a New Jersey Pollutant Discharge Elimination System permit issued by NJDEP (the "Stormwater Permit") pursuant to the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq. Under the Stormwater Permit, JCI has been incurring an annual cost of approximately \$380,400 since 2006 to remove lead present in such stormwater as a result of Delphi's operations.

17. JCI has incurred costs in response to the release or threat of release to the environment of lead on floors in buildings at the Property. The amount of such costs is \$3,315.

18. Neither JCI nor JCBGI operated a battery manufacturing operation on the Property. JCBGI operated a battery fill and form operation at the Property for a seven month period. These operations did not involve the receipt, processing, recycling or reclamation of lead.

19. Portions of the Property were operated by either Delphi or its predecessor, General Motors Corporation, for more than sixty years, from 1945 until 2006, to manufacture lead/acid storage batteries for, primarily, the automotive industry. As described by Delphi in submittals made on its behalf to NJDEP pursuant to ISRA, Delphi is a former owner and a former operator of the Property that has discharged lead and a variety of other hazardous substances at the Property.

20. JCI and JCBGI are entitled under CERCLA § 107(a) and under the Spill Act to recover from Delphi all costs JCBGI has incurred to remove lead from Property stormwater and all costs JCI has incurred in response to the release or threat of release of lead from buildings at the Property, since all such lead results from the acts and omissions of Delphi or its predecessors. The amounts that JCBGI can recover from Delphi for stormwater treatment are costs already incurred, which total \$760,800, and the costs that will continue to be incurred for ongoing treatment in the future, the present value of which is \$3,324,355, as set forth in the spreadsheet attached as Exhibit C.

21. In addition, provision should be made for the Cleanup Costs under the Spill Act and CERCLA §107(a). JCI and JCBGI are entitled to declaratory relief that Delphi is liable for all contamination existing at the Property at the time it was sold to JCI, and either Delphi should be required to escrow funds for the Cleanup Costs, or else JCI and JCBGI should be permitted to recover that amount from Delphi. The necessary cleanup work includes the following remedial activities: Cleaning of the Building Interior, Facility Decontamination, and Soil Remediation and Disposal. These Cleanup Costs are estimated to total \$8,973,550, as set forth on the attached Exhibit B. In addition, JCI and JCBGI can recover NJDEP's oversight costs.

22. JCI is entitled to recover the \$3,315 it has already incurred in response to the release or threat of a release to the environment under Section 107(a) of CERCLA and the Spill Act, and is also entitled to have the Cleanup Costs amount of \$8,973,550 plus NJDEP's

oversight costs either escrowed or paid over to JCI to use in connection with completing the cleanup of the Property.

23. JCBGI is entitled to recover from Delphi under Section 107(a) of CERCLA and the Spill Act for the \$760,800 it has incurred in connection with the stormwater cleanup, and JCBGI is also entitled to have Delphi either escrow \$3,324,355 for the costs of future stormwater treatment and escrow \$8,973,550 for the Cleanup Costs plus NJDEP's oversight costs, or pay those amounts over to JCBGI.

EXHIBIT A

EXECUTION COPY

**TRANSFER AGREEMENT RELATING TO
TRANSFER OF DELPHI'S NEW BRUNSWICK
BATTERY FACILITY TO JCI**

THIS AGREEMENT, made and entered into this 26th day of May, 2006 by and between **JOHNSON CONTROLS, INC.**, a Wisconsin corporation ("**Buyer**") and **DELPHI AUTOMOTIVE SYSTEMS LLC**, a Delaware limited liability company ("**Seller**").

R E C I T A L S:

WHEREAS, Seller is engaged in the Business (as hereinafter defined).

WHEREAS, on October 8, 2005 (the "**Petition Date**"), Seller and certain of its Affiliates filed voluntary petitions for relief (the "**Bankruptcy Cases**") under Chapter 11 of Title 11, U.S.C. §§101 et seq. (as amended) (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, Seller wishes to sell to Buyer, all right, title and interest of Seller in and to the Acquired Assets (as hereinafter defined), and Buyer wishes to make such purchase; subject to the conditions set forth in this Agreement.

WHEREAS, Buyer and Seller are parties to a Tier 2 Component Supply Agreement ("**CSA**") under which Seller manufactures SLI batteries, at the Seller's facility in New Brunswick, New Jersey (the "**Facility**").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Buyer and Seller agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words, when capitalized, shall have the respective meanings set forth below:

1.1 "**Acquired Assets**" means the Real Property and all of the following assets to the extent owned by Seller and used or held for use primarily or exclusively in the Business at the Facility: (i) Administrative Assets; (ii) Permits; (iii) Personal Property owned by Seller, located at the Facility and used for manufacturing Products for Buyer under the CSA, including any addition thereto or any replacement, adjustment or modification thereof; and (iv) certain Inventory of the Business. Exhibit 1.1 to this Agreement contains a list of the Acquired Assets consisting of Personal Property and Real Property as of the date hereof to the best of Seller's Knowledge. For the avoidance of doubt, it is specified that the term "**Acquired Assets**" does not include: (i) any machinery, equipment and other assets owned by Buyer; (ii) any of Seller's assets within its Laurel, Mississippi or Flint, Michigan operations (which make plastic battery trays, covers and other plastic components of Products) or Fitzgerald, Georgia operations (without affecting JCI's rights to its bailed assets within those facilities); (iii) assets owned by third parties; (iv) except as set forth in Section 7.3 (Indemnity), the benefits of any of Seller's or Seller's Affiliates' insurance policies relating to the operation of the

Business (including any right to proceeds thereunder); (v) all finished goods Inventory and all inventories, products, rights, properties, assets and businesses of the Business which shall have been transferred or disposed of by Seller prior to Completion in the Ordinary Course of Business or not otherwise in breach of this Agreement; (vi) Any Inventory consisting of work in process (other than green group batteries), or raw materials not listed on Exhibit 1.11 of this Agreement, including the excluded raw materials Inventory set forth on Exhibit 1.1(vi); (vii) any Contracts; and (viii) any document or information the transfer of which is prohibited by law or regulation.

1.2 "Administrative Assets" means books, records and other administrative assets including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, sale order files, tool routings, labor routings, facility blueprints, service blueprints and plant layouts; provided, however that Administrative Assets does not include Technical Documentation or information and materials protected by attorney-client privilege (the lack of which materials are not material to the operation of the Business under the CSA).

1.3 "Affiliate" means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar functions.

1.4 "Agreement" means this Transfer Agreement, including Exhibit 4.1 and all other exhibits to this Agreement.

1.5 Intentionally omitted.

1.6 "Business" means the manufacture of starting SLI batteries by Seller at the Facility.

1.7 "Completion" means completion of the purchase of the Acquired Assets by Buyer resulting from and in accordance with this Agreement.

1.8 "Completion Date" means the date of Completion of the transfer of the Facility to Purchaser under this Agreement.

1.9 "Contracts" means purchase orders, service contracts, leases, product warranty or service agreements and other commitments, agreements and undertakings relating to the Business.

1.10 "Improvements" means buildings, fixtures and other improvements to Real Property, including the Facility.

1.11 "Inventory" included within the Acquired Assets means finished Products, raw materials set forth on Exhibit 1.11, work-in-process consisting of green group batteries, packaging, stores, stock, supplies, spare parts and other inventory used in making Products located at the Facility.

1.12 "Lien" means any lien, mortgage, charge, pledge, security interest, restriction on transferability, easement, defect of title or other claim, easement, encroachment or other encumbrance of any nature whatsoever on any Acquired Asset.

1.13 "IUE Consent" means the IUE waiver of "no sale" provisions contained in the Delphi-IUE-CWA National Agreement (as defined in Exhibit 4.1) and IUE waiver of the Buyer's assumption of the Unpublished Delphi IUE-CWA Neutrality Letter or any other neutrality agreement, included as part of Exhibit 1.13 of this Agreement.

1.14 "Purchase Price" means the purchase price to be paid for the Acquired Assets, exclusive of any Transaction Taxes, equal to One Dollar (\$1.00) plus (i) \$20.00 for every green group battery, and (ii) the CSA price for all finished goods inventory, in each case located at the Facility as of close of business on July 31, 2006, based on a physical inventory to be conducted by the parties.

1.15 "Ordinary Course of Business" means the ordinary course of business of the Business, consistent with past practice and custom, including the CSA.

1.16 "Party" or "Parties" means Buyer and/or Seller.

1.17 "Permits" means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to Seller and that relate exclusively to the Facility or the Acquired Assets, to the extent that Seller or any of its Affiliates has the power, authority or right to transfer or assign such Permits.

1.18 "Permitted Lien" means: (i) any Lien for taxes not yet delinquent; (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet delinquent; (iii) purchase money security interests arising in the Ordinary Course of Business; (iv) security interests relating to vendor tooling arising in the Ordinary Course of Business; (v) Liens and encumbrances of record; and (vi) Liens consented to by Buyer (such consent not to be unreasonably withheld).

1.19 "Personal Property" means tangible personal property other than Administrative Assets, inventory, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, business machines, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property used by the Business, whether located at the Facility, at the place of business of a vendor or elsewhere.

1.20 "Products" means SLI batteries.

1.21 "Real Property" means the real property used by the Business and owned by Seller, as described in Exhibit 1.21, and all Improvements located thereon.

1.22 "Sale Approval Order" means an order or orders of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code substantially in the form set forth on Exhibit 1.22 to this Agreement, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than Permitted Liens.

1.23 "Seller's Knowledge" or "Knowledge of Seller" means the knowledge of any of the individuals listed on Exhibit 1.23 with respect to their respective functional areas of expertise. For this purpose, an individual will be deemed to have Knowledge of a particular fact or other matter if: (i) such individual is actually aware of such fact or other matter; or (ii) a prudent individual would be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable inquiry of Delphi's files and its employees who, in the ordinary course of their job responsibilities, would reasonably be expected to have actual possession or actual personal Knowledge of such information.

1.24 "SLI Batteries" means starting, lighting and ignition lead-acid batteries.

1.25 "Technical Documentation" means: (i) assembly and parts drawings, material specifications and drawings for Products; (ii) information to assemble Products; (iii) labor and tool routing sheets; drawings of special tools, fixtures, dies, jigs, gauges and patterns, and service information; and (iv) operating manuals, instructions and other available, relevant documents relating to the operation of the machinery and equipment located at the Facility.

1.26 "Transaction Taxes" mean any sales taxes, documentary and stamp taxes, transfer taxes, use taxes, excise taxes, value-added taxes, registration duties, gross receipts or similar charges, all charges for filing and recording documents in connection with the transfer of the Acquired Assets.

2. COMPLETION OF THE SALE OF THE ACQUIRED ASSETS:

2.1 Completion. Subject to the conditions set forth in this Section 2.1, Completion shall take place on the Completion Date at the offices of Seller in Troy, Michigan or at such other place as Buyer and Seller may jointly determine. The Completion date will be the later of August 1 (12:01AM EST), 2006 and the date that is ten (10) days after the date of the Sale Approval Order, unless otherwise agreed by the Parties. Each Party's obligation to perform at the Completion Date is subject to:

A. Bankruptcy Court approval of the Sale Approval Order, including without limitation, approval of Exhibit 1.13.

B. Completion of the implementation of the attrition plan set forth in Exhibit 1.13 (the "**Attrition Plan**") to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent;

C. Seller must not have negotiated any other Collective Bargaining Agreement which purports to be applicable to the New Brunswick Facility.

D. The other Party's being in compliance, in all material respects, with its agreements with respect to Employee Matters that are such other Party's responsibility, and to be performed before Completion as described in Exhibit 4.1 hereto, and with such Party's representations and warranties set forth in Section 3 of this Agreement being true and correct in all material respects as of

the Completion Date, except where a failure is due to the acts or omissions of the other Party;

E. The other Party must not be in default in any material respect under, and must not have rejected, the CSA dated June 30, 2005;

F. The Facility must be an operational plant producing Products in accordance with the CSA, with such changes as contemplated in Exhibit 1.13; and

G. The other party shall be in compliance in all material respects with the Environmental Matters Agreement dated June 30, 2005 with respect to the Facility.

H. Each Party undertakes to pay to the other or to the relevant tax authorities the Transaction Taxes as required by applicable law and in accordance with Section 1.26.

2.2 Seller Deliveries at Completion. At Completion Seller shall deliver to Buyer:

A. A Bill of Sale for the Personal Property and Inventory, substantially in the form of Exhibit 2.2A hereto, duly executed together with an invoice relating to the Acquired Assets transferred;

B. A covenant deed for the Real Property;

C. A certificate that all the representations and warranties made in Article 3 by Seller are true and correct in all material respects, and that it has complied with its obligations under this Section 2.2, with the same force and effect, and subject to the same qualifications, as though made at Completion;

D. Officer's certificate stating that at least \$12.5 million USD has been incurred by Delphi in furtherance of the Attrition Plan, as referred to in Section 3.A(xi) of Exhibit 4.1; and

E. Such other documents as may be necessary to give Buyer good and valid title to and ownership of the Acquired Assets.

2.3 Buyer Deliveries at Completion. At Completion Buyer shall:

A. A certificate that all the representations and warranties made in Section 3 by Buyer are true and correct in all material respects, and that it has complied with its obligations under this Section 2.3, with the same force and effect, and subject to the same qualifications, as though made at Completion; and

B. Pay to Seller the Purchase Price by wire transfer in accordance with wiring instructions to be provided by Seller before Completion.

2.4 Transfer of Acquired Assets. Seller and Buyer hereby agree that, as of the Completion Date, title and risk of loss to all Acquired Assets shall pass from Seller to Buyer.

2.5 Post Closing Deliveries. Buyer will pay for assets, goods or services ordered by Seller on or before Completion for the Business in the Ordinary Course of Business to the extent such assets, goods or services are received by the Business after the Completion Date; other than Inventory items that have been excluded from the Acquired Assets under Section 1.1(vi) of this Agreement. If any such excluded items are delivered to the facility after Completion, Buyer will promptly contact Seller and segregate such items in a reasonable manner, and Seller and Buyer will cooperate in Seller's removal of such items within 30 days after such notice as set forth in Section 8.15 below.

2.6 Prorations, Adjustments of Expenses Following Completion:

A. Prorations:

(i) To the extent that Seller makes any payment relating to the Business prior to, on or following the Completion Date with respect to any item listed in clause (ii) below relating to periods following the Completion Date for which Buyer will receive a benefit, Buyer shall reimburse Seller on a per diem basis, unless otherwise provided for; and

(ii) To the extent Buyer makes any payment relating to the Business following the Completion Date with respect to any item listed below relating to periods on or prior to the Completion Date for which Seller received a benefit, Seller shall reimburse Buyer on a per diem basis, unless otherwise provided for, in each case for the following:

(a) Personal, real property and other ad valorem Taxes, with real property Taxes allocated pursuant to Section 5.5.

(b) Water, wastewater treatment, sewer charges and other similar types of charges and/or Taxes thereon and any other assessments payable with respect to the Business.

(c) Electric, fuel, gas, telephone and other utility charges.

(d) Reimbursable employee business expenses will be paid by Seller if incurred prior to or on the Completion Date or Buyer if incurred after the Completion Date.

(e) Rentals and other charges under leases to be transferred to or assumed by the Buyer pursuant to this Agreement.

(f) Payments and charges due pursuant to any Contract (other than pursuant to collective bargaining agreements,

Benefit Plans (as defined in Section 3(3) of ERISA)), employee payroll-related items except as set forth in clause (d), Permit, commitment or other binding arrangement to which Seller is a party or is obligated and which are being assumed by the Buyer pursuant to this Agreement or offered to Buyer by Seller on a transition services basis, as may be agreed by the Parties prior to Completion.

B. **Further Assurance.** To the extent that, after the Completion Date, Delphi, on the one hand, or Buyer, on the other hand, receives any bills or invoices for any of the items listed in this Section 2.6 or similar items, relating to both pre-Completion and post-Completion periods, such Party shall, within ten (10) business days, send any such bills or invoices to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, the Party receiving any such bill or invoice shall pay all amounts shown to be due thereon, and shall invoice the other Party for all amounts owed by such other Party thereunder, and such other Party shall reimburse such amounts in accordance with Section 2.6C.

C. **Payments.** Any payments due under this Section 2.6 shall be made within fifteen (15) days after the end of the month in which a bill or invoice is sent to a Party pursuant to Section 2.6C; provided, however, that the disputed portion of any such item shall be paid within fifteen (15) days after the final determination thereof on an item-by-item basis. When any Party makes a payment to a third party which is required to be reimbursed to it by another Party, the reimbursement payment shall be considered the repayment of an advance. Such payments shall be made by wire transfer in immediately available funds.

2.7 **Approvals and Consents; Cooperation; Notification.** Seller shall notify, as required by the Bankruptcy Court, all parties entitled to notice of the proposed sale of the Acquired Assets to Buyer, and Buyer will cooperate with Seller in attempting to obtain the Sale Approval Order.

2.8 **Fitzgerald.** Regarding Delphi's supply of Products to JCI from Delphi's Fitzgerald, Georgia battery manufacturing facility, Delphi will continue to supply such batteries to JCI in accordance with the terms of the Component Supply Agreement between the parties dated July 1, 2005 ("CSA"), as amended. In no event shall the pricing of Products manufactured at Fitzgerald be modified other than the GM discounts and other changes and adjustments contemplated by the existing CSA terms.

3. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES:**

3.1 **Representations and Warranties made by each Party.** Each of Seller and Buyer makes the representations and warranties contained in this Article 3 to the other Party except for those in Section 3.6, which are made solely by Seller to Buyer. The representations and warranties contained in this Article 3 are made on the date of this Agreement and are deemed to be repeated on the Completion Date.

3.2 **Power and Authority.** Subject to Bankruptcy Court approval of the Sale Approval Order, it has the power to execute, deliver and perform this Agreement, and

has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

3.3 Authorizations. Subject to Bankruptcy Court approval of the Sale Approval Order, all authorizations required in connection with the execution, delivery, performance, validity and enforceability of, and the transactions contemplated by, this Agreement have been obtained or effected and are in full force and effect, provided, however, that performance of this Agreement is subject to Buyer and Seller taking necessary action as required to meet their respective obligations regarding employee matters, as set forth on Exhibit 4.1 hereto.

3.4 Enforceability. Subject to Bankruptcy Court approval of the Sale Approval Order, this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

3.5 No Breach. Subject to Bankruptcy Court approval of the Sale Approval Order, entering into this Agreement and performing its undertakings hereunder shall not result in the breach of any provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound.

3.6 Miscellaneous Matters Relating to Business:

A. **Ownership of the Acquired Assets.** Seller has good, valid and marketable title to the Acquired Assets, and upon entry by the Bankruptcy Court of the Sale Approval Order, Seller shall transfer and convey the Acquired Assets free and clear of any Lien other than Permitted Liens. Except for this Agreement and the Bankruptcy Court approvals reflected in the Sale Approval Order, the Real Property will be transferred free and clear of any restrictions with respect to the transferability or divisibility thereof. At the Closing, Buyer will receive good and marketable fee title or leasehold title (as applicable) to all of the Real Property owned by Seller, free and clear of all Liens other than the Permitted Liens.

B. **Condition.** The Real Property and Personal Property (other than Inventory) have been maintained as required by the CSA and are in such condition (considering age and purpose for which used) as to enable the Business to be conducted as currently conducted without material disruption.

C. **Inventory.** SELLER MAKES NO WARRANTY OF WHATSOEVER KIND OR NATURE REGARDING INVENTORY, ALL OF WHICH IS BEING SOLD "AS IS" AND "WHERE IS", AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE CONDITION OF THE INVENTORY AND EACH PART THEREOF, AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INVENTORY OR ANY PART THEREOF.

D. **Real Property.** To Seller's Knowledge, the use of the Real Property as currently used is a permitted use by right in the applicable zoning classification and is not a nonconforming use or a conditioned use, and no variances are needed and none have been granted with respect to the Real

Property. There are currently in full force and effect duly issued certificates of occupancy permitting the Real Property and the Facility to be legally used and occupied for the purpose of conducting the Business. The Real Property has rights of access to dedicated public highways. To Seller's Knowledge, no fact or condition exists that would prohibit or adversely affect the ordinary rights of access to and from the Real Property from and to the existing highways and roads, and there is no pending or, to Seller's Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. Seller has not received notice of: (i) any claim of adverse possession or prescriptive rights involving or affecting any of the Real Property; (ii) any structure located on any Real Property that encroaches on or over the boundaries of neighboring or adjacent properties; or (iii) any structure of any other person or entity that encroaches on or over the boundaries of any Real Property. None of the Real Property is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law or Order.

E. **No Condemnation, Expropriation or Similar Action.** To Seller's Knowledge, neither the whole nor any portion of the Real Property is subject to any order to be sold (other than the Sale Approval Order) or is being condemned, expropriated or otherwise taken by any governmental entity with or without payment of compensation therefore, and no such condemnation, expropriation or taking has been planned, scheduled or proposed.

F. **Compliance.** The Real Property is, or at the time of Completion will be, in compliance in all material respects with any applicable law, regulation or ordinance, and Seller has not received any notice, written or to the best of Seller's knowledge oral, of any such violation.

G. **Litigation.** Except for matters disclosed prior to Completion and for which Seller will retain responsibility if so required under the terms of the CSA, there is no litigation or administrative proceeding and to Seller's Knowledge, threatened litigation or administrative proceeding which affects or could affect the Real Property or Buyer's ability to conduct the Business at the Facility.

H. **Environmental Matters.** Seller makes no representations or warranties regarding environmental matters in this Agreement (notwithstanding anything to the contrary herein). Notwithstanding the aforementioned, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims brought by a third party against Buyer relating to pre-Completion environmental matters at the Facility, Seller will indemnify Buyer as set forth in Exhibit 3.6.H to this Agreement.

I. Seller represents and warrants that, except for the unpublished Neutrality Letter and Exhibit 1.13 referenced herein, Seller has no current agreements or understandings with the IUE-CWA which create obligations or liabilities for Buyer at its other plants if Buyer purchases the New Brunswick facility or assumes the terms of the Delphi IUE-CWA National Agreement or the Delphi IUE-CWA Local Agreement.

J. EXCEPT FOR SPECIFIC REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD ON AN "AS IS," "WHERE IS" BASIS AND SELLER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WITH RESPECT TO THE ACQUIRED ASSETS WHICH EXTEND BEYOND THE AFORESAID SPECIFIC REPRESENTATIONS AND WARRANTIES.

3.7 Product Warranty/Liability:

A. **Buyer Indemnity.** Buyer will defend, indemnify and hold harmless Seller and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Seller from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Seller and/or its directors, officers, agents and employees to the extent arising from, caused or alleged to be caused by: (a) defective or improper design or manufacture of any Products manufactured by Seller under the CSA; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) in connection with the design or manufacture of any Products other than infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; and/or (c) the failure of the design of Products to comply with any applicable Laws.

B. **Seller Indemnity.** To the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims for Products manufactured at the Facility brought by a third party against Buyer relating to pre-Completion Product warranty/liability matters, Seller will defend, indemnify and hold harmless Buyer and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Buyer from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Buyer and/or its directors, officers, agents and employees to the extent arising from or caused by: (a) infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) other than in connection with the design or manufacture of any Products; (c) the failure of the Products manufactured by Seller at the Facility under the CSA to comply in any material respect with the applicable specifications as a result of Seller's failure to comply with the Manufacturing and Quality Procedures set forth in the CSA or negligent workmanship; and/or (d) any and all claims related to the Facility, its employees, Products to the extent arising in any manner out of facts or circumstances in existence prior to July 1, 2005.

4. **EMPLOYEE MATTERS.** The treatment of U.S. Hourly Employees and U.S. Salaried Employees, and the obligations of Seller and Buyer with respect thereto, will be as set forth in Exhibit 4.1.

5. **TAX MATTERS:**

5.1 **Seller Responsibilities.** Seller shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Seller on or prior to the Completion Date.

5.2 **Buyer Responsibilities.** Buyer shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Buyer after the Completion Date. All United States or foreign, national, state or local sales taxes, documentary and stamp taxes, transfer taxes, registration taxes, use taxes, gross receipts taxes, registration duties and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including intellectual property filing and recording fees), as well any permit, transfer and filing fees required in order to obtain governmental approvals and consents relating to the transactions contemplated by this Agreement ("**Transfer Taxes**"), shall be borne by Buyer.

5.3 **Mutual Assistance.** Without affecting the foregoing responsibilities, Seller and Buyer shall provide reasonable assistance during normal business hours to one another to resolve any Tax issues which may relate to their respective business activities utilizing the Acquired Assets and personnel. Such assistance may include, without limitation, access to relevant business records and personnel in connection with: (i) the preparation and filing of Tax Returns, elections, consents, certifications and claims for refunds; (ii) the determination of liability for Taxes; and (iii) the response to tax audits, examinations and other proceedings. To the extent permitted by applicable law, Buyer and Seller agree to reasonably cooperate with each other to complete any and all exemption certificates or other documents that exempt any portion of the Purchase Price from any of the Transaction Taxes prior to either the Completion Date or the due date for such Transaction Tax.

5.4 **Definitions.** For purposes of this Agreement, the words "**Taxes**" and "**Tax Return**" are defined as follows:

A. "**Taxes**" mean any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer, taxes, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, minimum, windfall profit taxes, transfer fees, customs duties or registration duties), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign governmental or subdivision or agency thereof;

B. "**Tax Return**" means any return, declaration, report, claim for refund or information return or statement, or any other similar filings related to Taxes, including any schedule or attachment thereto.

5.5 Real Estate Taxes. All real estate taxes and assessments assessed on the Real Property for the calendar year in which the Completion occurs shall be prorated between Buyer and Seller. The Seller shall be allocated tax liability for the portion of the year beginning on January 1 and ending on the Completion Date; the Buyer shall be allocated tax liability for the portion of the year beginning on the day following the Completion Date and ending on December 31. The percentage for each party will be the number of days in its portion of the year divided by the total number of days in the year. Since the actual determination of tax liability for a given calendar year occurs in June, if the Completion Date occurs before the tax has been determined for the year, the calculation of the prorated taxes will be made as soon as practical after the tax bill has been rendered for the calendar year. If the Completion Date occurs after the tax liability has been determined for the year, the calculation of the prorated taxes will take place at Completion. Each party will be responsible for paying or otherwise discharging any installments due in the year in which the Completion Date occurs based on ownership of the property at the time the installment is due. If the tax allocated to a party exceeds the installments paid or to be paid by that party, that party will make a payment to the other party equal to the excess of the prorated liability over the sum of the installment payments paid or to be paid. The parties agree to cooperate as necessary to accurately and promptly determine the prorated tax liability.

6. GOVERNING LAW; DISPUTE RESOLUTION:

6.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws. Buyer and Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

6.2 Dispute Resolution:

A. Buyer and Seller will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each Party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either Party to the other, either Party may make a written demand (the "**Demanding Party**") for formal dispute resolution (the "**Notice of Dispute**") and specify therein in reasonable detail the nature of the dispute. Within ten (10) days after receipt of the Notice of Dispute, the receiving Party (the "**Defending Party**") shall submit to the other a written response. The Notice of Dispute and the response shall include: (i) a statement of the respective Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) days after such written notification, the executives (and other named in the Notice of Dispute or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute (the "**Dispute Resolution Meeting**"). All reasonable requests for information made by one Party to the other will be honored promptly. All negotiations pursuant to this Section 6.2A are confidential and shall be treated as

compromise and settlement negotiations for purposes of applicable rules of evidence.

B. The parties agree that neither of them will initiate legal action in respect of a dispute within the period of fifteen (15) days following the Dispute Resolution Meeting. In the absence of agreement at the Dispute Resolution Meeting and following that fifteen (15) day period, any party shall be free to pursue its rights and remedies as it may see fit in accordance with this Agreement.

7. **INDEMNIFICATION:**

7.1 **Indemnification:**

A. **Indemnification Provisions for Benefit of Buyer.** If Seller breaches any of its warranties or covenants contained in this Agreement, and Buyer makes a written claim for indemnification against Seller in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge the underlying third party claim, Seller agrees to indemnify Buyer and its Affiliates and their officers, directors, employees and agents (individually a "**Buyer Indemnitee**" and collectively the "**Buyer Indemnitees**") and to hold each Buyer Indemnitee harmless from and against all damages, losses and expenses (including reasonable expenses of investigation and attorneys' fees) ("**Losses**") to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Seller contained in this Agreement or in any certificate delivered pursuant to this Agreement; or (ii) any breach of this Agreement. Buyer shall be named as an additional insured on Seller's General Liability and Excess Liability policies as related to the Business, but only to the extent of Seller's Indemnification Obligations under this Agreement. Buyer agrees that all claims for indemnification shall be presented to Seller in advance of its insurers to the extent that Buyer does not invalidate its obligations to ensure coverage of such claims is not jeopardized.

B. **Indemnification Provisions for Benefit of Seller.** If Buyer breaches any of its Warranties or covenants contained in this Agreement, and Seller makes a written claim for indemnification against Buyer in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, Buyer agrees to indemnify Seller and its Affiliates and their officers, directors, employees and agents (individually a "**Seller Indemnitee**" and collectively the "**Seller Indemnitees**") and to hold each Seller Indemnitee harmless from and against all Losses to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Buyer contained in this Agreement or in any certificate delivered pursuant to this Agreement; (ii) any breach of this Agreement.

C. **Mitigation.** Notwithstanding anything to the contrary in this Section B, no Party shall have an obligation to indemnify the other Party with respect to any Losses to the extent such Losses could have reasonably been

avoided by such other Party, or the damage to such other Party from such Losses reasonably could have been mitigated.

D. **Deductible and Cap.** No Indemnitor shall be liable to an Indemnatee until the amount of all indemnifiable Losses of such Indemnatee in the aggregate exceeds USD One Hundred Thousand (\$100,000.00) ("**Deductible Amount**") threshold, after which point the Indemnitor will be obligated to the Indemnatee from and against indemnifiable Losses in excess of the Deductible Amount until the amount of indemnifiable Losses paid by such indemnifying Party in the aggregate reaches a cap equal to USD Twenty Million (\$20 million) (the "**Cap Amount**") after which point the indemnifying Party will have no further obligation with respect to Losses under this Agreement.

7.2 Indemnification Procedure. When a Party obtains knowledge of the commencement of any third-party claim, action, suit or proceeding or of the occurrence of any event or the existence of any state of facts which may become the basis of a third-party claim (any such claim, action, suit or proceeding or event or state of facts being hereinafter referred to in this Section as a "**Claim**"), in respect of which such Party (an "**Indemnatee**") is entitled to indemnification under this Agreement, such Indemnatee shall promptly notify the indemnitor under this Agreement (the "**Indemnitor**") of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of the Indemnatee except to the extent that the rights of the Indemnitor are prejudiced thereby. With respect to any Claim as to which such notice is given by the Indemnatee to the Indemnitor, the Indemnitor may, subject to the provisions below, assume the defense and settlement of such Claim; provided, however, that: (i) the Indemnatee shall cooperate with the Indemnitor in the defense and settlement of such Claim in any manner reasonably requested by the Indemnitor; the Indemnatee will not, and it will use all reasonable efforts to ensure that its employees will not, make an admission of liability in respect of any Third Party Claim and as soon as it becomes aware of a Third Party Claim it shall issue an instruction to relevant employees requiring them not to make any disclosure or statement to any third party in relation to any Third Party Claim or any product or service to which such Third Party Claim relates (except for notices to governmental authorities as required by applicable Laws) without the prior written consent of the Indemnitor (such consent not to be unreasonably withheld or delayed); (ii) the Indemnatee shall have the right to pay or settle such Claim at any time, in which event the Indemnatee shall be deemed to have waived any right to indemnification therefor by the Indemnitor; (iii) the Indemnatee shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; and (iv) the Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnatee, provided further, however, that if Indemnatee fails to consent to a written settlement offer and judgment is subsequently entered in an amount exceeding the amount of such offer, then Indemnitor shall have no responsibility for the amount of such excess.

If: (i) the Indemnitor fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith; and (ii) the remedy sought by the claimant with respect to such Claim is not solely for money damages, the Indemnatee, without waiving its right to indemnification, may assume the defense and settlement of such Claim; provided, however, that: (a) the Indemnitor shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; (b) the Indemnitor shall

cooperate with the Indemnitee in the defense and settlement of such Claim in any reasonable manner requested by the Indemnitee; and (c) the Indemnitee shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitor.

As used in this section, the term Indemnitee shall be deemed to include the plural thereof where the rights or obligations of more than one Indemnitee may be involved.

7.3 Sole and Exclusive Remedy. Each of Buyer and Seller acknowledge and agree that the indemnification provided in this Article 7 shall be the sole and exclusive remedy of the parties and their Affiliates and their respective successors and assigns in respect of any claim for monetary damages arising out of or under this Agreement.

8. GENERAL PROVISIONS:

8.1 No Inducement. The Parties represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give or will give or offer to give any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

8.2 Governing Approvals. Seller and Buyer, respectively, shall be responsible for compliance with and for the obtaining of such approvals and/or permits as may be required under national, state and local laws, ordinances, regulations and rules as may be applicable to the performance of their respective responsibilities and obligations under this Agreement.

8.3 No Agency. This Agreement does not constitute either Party the agent or legal representative of the other Party. Neither Party is authorized to create any obligation on behalf of the other Party.

8.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party; provided, however, that Seller has the right to assign any of its rights or obligations hereunder to any division, subsidiary or affiliate of Seller or to any successor to any or all of Seller's business; provided that, notwithstanding such assignment Seller shall remain liable for all of its obligations hereunder.

8.5 No Implied Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not constitute a waiver of the provision itself. The failure of either Party to exercise its rights provided under this Agreement shall not constitute a waiver of such right.

8.6 Notices. Any notice under this Agreement shall be in writing (letter, facsimile or telegram) and shall be effective when received by the addressee at its address indicated below:

Notice sent to Seller shall be addressed as follows:

DELPHI AUTOMOTIVE SYSTEMS LLC
5725 Delphi Drive
Troy, Michigan 48098
Attn: President-Delphi Energy & Chassis Systems
Fax No.: 248-813-4301

with a copy to:

DELPHI AUTOMOTIVE SYSTEMS LLC
5725 Delphi Drive
Troy, MI 48098-2815
Attention: Assistant General Counsel
Commercial & Transactional
Fax: 248-813-2491

Notice sent to Buyer shall be addressed as follows:

JOHNSON CONTROLS, INC.
5757 N. Green Bay Avenue
PO Box 591
Milwaukee, Wisconsin 53201-0591
Attn: President - Battery
Fax No.: 414-524-2828

with a copy to:

JOHNSON CONTROLS, INC.
5757 N. Green Bay Avenue
PO Box 591
Milwaukee, Wisconsin 53201-0591
Attn: General Counsel
Fax No.: 414-524-2077

The parties by notice hereunder may designate other addresses to which notices shall be sent.

8.7 Amendments. This Agreement and the Mutual Nondisclosure Agreement dated April 24, 2006 between the Parties, constitutes the entire agreement of the Parties, and supersedes all previous agreements, oral or written, between Buyer and Seller with respect to the subject matter hereof. No amendment or modification to this Agreement shall be binding upon either Party unless it is in writing and is signed by both parties.

8.8 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, Buyer and Seller shall each bear its respective

accounting, legal, financial, advisory and other expenses incurred in connection with the transactions contemplated by this Agreement.

8.9 Headings. The Article and/or Section headings herein are used for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

8.10 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the parties shall negotiate in good faith to arrive at an alternative replacement provision approximating the parties' original business objective. The remaining provisions hereof shall remain in effect.

8.11 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same agreement.

8.12 Third Parties. Nothing contained in this Agreement is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

8.13 Bulk Sales. Buyer hereby waives the requirements, if any, of all applicable bulk sales laws.

8.14 Force Majeure. Each Party shall be temporarily excused from performing its obligations under this Agreement for so long as such performance is prevented or delayed by any event of Force Majeure. The term "Force Majeure" shall, for purposes of this Agreement, include: (i) any strike or lockout at the plant of a Party or any of its suppliers; (ii) any act or omission of any government authority; or (iii) any other cause beyond the reasonable control of a Party. A Party affected by an event of Force Majeure shall promptly notify the other Party and shall use its best efforts to overcome and mitigate such event of Force Majeure.

8.15 Excluded Inventory. Within 30 days after Completion, Seller will remove at its sole cost and expense all Inventory not included in the Acquired Assets. Buyer will cooperate with Seller and provide reasonable access to the Facility to facilitate such removal.

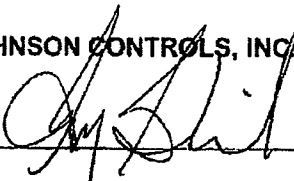
THIS AGREEMENT was executed as of the day and year first set forth above.

DELPHI AUTOMOTIVE SYSTEMS LLC

By: 
Name: Keith Stipp

Title: Finance Director,
Automotive Holdings Group

JOHNSON CONTROLS, INC.

By: 
Name: Gregg M. Sherrill

Title: Vice President, and General
Manager
Automotive Systems Group
Battery Division

EXHIBIT 1.1

<u>Inventory number</u>	<u>Asset</u>	<u>Cap.date</u>	<u>Asset description</u>
DGT004763N01	1000654	12/1/1946	GRADING & LANDSCAPING
DGT004765N01	1000655	12/1/1946	ROADWAY
DGT004766N01	1000656	12/1/1946	SIDEWALKS
DGT004768N01	1000657	12/1/1946	SEWERS-STORM
DGT004770N01	1000658	12/1/1946	SEWERS-SANITARY
DGT004771N01	1000659	4/1/1947	GRADING & LANDSCAPING
DGT004772N02	1000660	12/1/1946	RAILROAD TRACKS & SIDINGS
DGT004774N	1000661	12/1/1946	WATER LINES
DGT004776N	1000662	12/1/1946	TUNNELS
DGT004888N	1000663	6/1/1948	LAND-NEW BRUNSWICK
DGT004911N	1000664	12/1/1953	MAIN BUILDING-WEST ADDITION-SEWERS
DGT004925N	1000665	8/1/1954	MAIN BUILDING-WEST ADDITION-PAVEMENT
DGT004926N	1000666	8/1/1954	RETAINING WALL
DGT008569N	1000667	12/1/1956	ROADWAY
DGT008607N	1000668	3/1/1958	FENCE
DGT008675N	1000669	12/1/1965	LAND-NEW BRUNSWICK
DGT008680N	1000670	4/1/1966	LAND IMPROVEMENTS
DGT008711N	1000671	10/1/1966	PARKING AREA
DGT008712N	1000672	12/1/1966	LIGHTING-OUTSIDE
DGT008725N	1000673	12/1/1968	RAILROAD SIDING
DGT012029N	1000674	10/1/1974	LAND-NEW BRUNSWICK
DGT012052N	1000675	9/1/1976	CONCRETE PAD-PVC
DGT012053N	1000676	9/1/1976	CONCRETE PAD-MATERIAL STORAGE
DGT012054N	1000677	9/1/1976	LEAD RECLAIM BUILDING-CONCRETE PAD F/LEAD STORAGE
DGT012085N	1000678	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012086N	1000679	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012087N	1000680	10/1/1977	CONCRETE PAD-REAR OF POWER HOUSE
DGT012087N01	1000681	2/1/1978	CONCRETE PAD-REAR OF POWER HOUSE
DGT012088N	1000682	10/1/1977	RETAINING WALL-WATER TOWER
DGT012110N	1000683	7/1/1978	GRADING & LANDSCAPING
DGT012221N	1000685	2/1/1989	WELLS-MONITORING
DGT012232N	1000686	6/1/1995	STORM WATER COLLECTION/TREATMENT SYSTEM
DGT690066	1000687	11/1/2001	ELIMINATION OF UNDERGROUND PROCESS SEWER
DGT004779N01	2001722	12/1/1946	MAIN BUILDING
DGT004779N02	2001723	11/1/2001	PHASE III VENTILATION REPAIRS
DGT004779N01	2001724	11/1/2001	LIGHTING FIXTURES, PLANT WALL, GAS MAIN
DGT004781N01	2001726	12/1/1946	GATE HOUSE
DGT004910N01	2001727	12/1/1953	MAIN BUILDING-WEST ADDITION
DGT004912N	2001728	12/1/1953	MAIN BUILDING-FIRE PROOF ROOF
DGT004915N	2001729	6/1/1954	HOSE HOUSE
DGT004923N01	2001730	12/1/1954	MAIN BUILDING-WEST ADDITION-ACCESS
DGT004928N02	2001731	12/1/1954	MAIN BUILDING-EAST ADDITION
DGT004928N03	2001732	8/1/1954	MAIN BUILDING-EAST ADDITION
DGT008542N	2001733	5/1/1956	WATER LINES
DGT008570N	2001734	12/1/1956	MAIN BUILDING-EAST ADDITION
DGT008594N	2001735	5/1/1957	MAIN BUILDING-LOCKER ROOM
DGT008649N	2001736	7/1/1962	OIL BUILDING
DGT008650N	2001737	2/1/1963	MAIN BUILDING-MEZZANINE-CASE
DGT008658N	2001738	6/1/1963	WAREHOUSE
DGT008664N	2001739	8/1/1965	MAIN BUILDING-ADDITION-MEZZANINE
DGT008674N	2001740	12/1/1965	MAIN BUILDING-ADDITION
DGT008720N	2001741	12/1/1968	SEWERS-SANITARY
DGT008721N	2001742	12/1/1968	SEWERS-STORM
DGT008738N	2001743	9/1/1970	MAIN BUILDING-MEZZANINE
DGT008744N	2001744	7/1/1971	ROOF-RAISE
DGT012049N	2001745	9/1/1976	LEAD RECLAIM BUILDING
DGT012049N01	2001746	6/1/1977	LEAD RECLAIM BUILDING
DGT012049N02	2001747	8/1/1977	LEAD RECLAIM BUILDING
DGT012050N	2001748	9/1/1976	ACID MIX BUILDING
DGT012050N01	2001749	10/1/1977	ACID MIX BUILDING
DGT012079N	2001750	2/1/1977	CURE ROOM MODIFICATIONS
DGT012092N	2001751	12/1/1977	WASTE TREATMENT BUILDING

DGT012092N01	2001752	5/1/1978 WASTE TREATMENT BUILDING
DGT012113N	2001753	7/1/1978 STORAGE SHED-3 SIDED
DGT012143N	2001754	3/1/1980 TRUCK DOCK ANNEX
DGT012145N	2001755	6/1/1980 BATTERY STORAGE BUILDING
DGT012165N	2001756	7/1/1971 MAIN BUILDING-MEZZANINE
DGT012175N	2001757	6/1/1983 FIRE LOOP
DGT012175N01	2001758	9/1/1984 FIRE LOOP
DGT012175N02	2001759	10/1/1984 FIRE LOOP
DGT012175N03	2001760	11/1/1984 FIRE LOOP
DGT012183N	2001761	12/1/1984 MAIN BUILDING-MEZZANINE
DGT012191N	2001762	8/1/1986 MAIN BUILDING-MEZZANINE-PAINT MIXING
DGT012231N	2001765	6/1/1995 OVERHEAD PROCESS SEWER
DGT105875	2001766	1/1/1998 FRONT ENTRANCE STEPS, RAMPS, RAILS
DGT105877	2001767	11/1/2001 NON-SLIP GRATING, ISLES BTWN CHARGE TABLES & FILL
DGT105909	2001768	1/1/2002 SAFETY STEPS AND HANDRAILS
DGT105922B	2001769	11/1/2001 NON-SLIP GRATING FOR FORMATION FLOOR
DGT105923B	2001770	11/1/2001 FOAM ROOF '98
DGT105928	2001771	1/2/1998 UPGRADE HEATING SYSTEM
DGT690029	2001772	1/2/1998 1996 ROOF REPAIR
DGT690037	2001773	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690038	2001774	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690039	2001775	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690061	2001776	11/1/2001 TRENCH & FOUNDATION FOR THE X-MET LINE
DGT690062	2001777	11/1/2001 MEZZANINE FOR THE X-MET LINE
DGT690063	2001778	11/1/2001 ROOF ENCLOSURE FOR THE X-MET LINE
DGT690100	2001779	11/1/2001 REPLACE LIGHTING ON CHG FLOOR, REPLACE LIGHTING SE
DGT690170	2001780	11/1/2001 OUTDOOR SMOKING SHELTER - NEW BRUNSWICK BATTERY P
DGT690171	2001781	11/1/2001 OUTDOOR SMOKING SHELTER - NEW BRUNSWICK BATTERY P
DGT690197	2001782	11/1/2001 SECURITY/FIRE ALARM UPGRADE
DGT72424	2001783	11/1/2001 INSTALL SPRINKLER SYSTEM
DGTB690064	2001784	11/1/2001 INSTALLATION OF MEZZANINE FOR X-MET FROM MUNCIE TO
DGT690110	2004713	9/11/2002 REPAIR BATTERY FORMATION VENTILATION SYSTEM
DGTB690114	2004714	9/11/2002 REPLACE FLOOR IN WET HEAT SEALER AREA
DGTB690090	2004715	9/11/2002 REPAIR WALL OF BUILDING TO NEW CONDITION
DGT690175	2004716	9/11/2002 GREEN GROUP VENTILATION - NB
DGT690221	2004717	9/11/2002 INSTALL NEW DUCTWORK ON CHARGE FLOOR
DGT690198	2004718	9/11/2002 GUARDING/FIRE PROTECTION TANK FARM
DGT690189	2004719	9/11/2002 VENTILATION COLLECTOR FOR GREEN GROUP LEAN CELL -
DGT690179	2004720	9/11/2002 NEW BRUNSWICK STEAM HOOD UPGRADE
DGT690223	2008539	9/23/2003 DESIGN FOR A NATURAL GAS LINE FOR PLANT
DGT690268	2008540	9/23/2003 HOT WATER HEATER SYS FOR MENS AND WOMENS SHOWER AR
DGT695041	2008556	10/17/2003 FORMATION VENTILATION STACK TOP ACID MIST FILTERS
DGT004779N03	2009360	1/31/2004 PHASE III VENTILATION REPAIRS
DGT012142N01	2009466	1/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 2 OF 2
DGT012141N01	2009467	3/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 1 OF 2
DGT004779N04	2009513	6/29/2004 ENGINEERING SERVICES TO LICENSE NEW STACK FOR VENT
DGT690275	2009514	1/1/2004 HEATING UPGRADES FOR PLANT CONVERSION TO NATURAL G
DGT690291	2010088	6/14/2005 FIRE SPRINKLER PROTECTION ON CHARGE FLOOR
DGT004898N	3025115	2/1/1953 PROPANE TANK
DGT008560N	3025119	9/1/1956 POWER EQUIPMENT-EAST
DGT008589N	3025120	3/1/1957 SCREW CONVEYOR
DGT008595N	3025121	5/1/1957 LINES/ELECTR
DGT008599N	3025123	10/1/1957 DUST CNTR EQ
DGT008681N	3025125	9/1/1964 SUBSTATION
DGT008682N	3025126	10/1/1960 SUBSTATIONEQ
DGT008732N	3025127	5/1/1969 COOLING TOWER
DGT008743N	3025128	7/1/1971 SCREW CONVEYOR
DGT008750N	3025129	6/1/1972 BOILER
DGT012003N	3025130	1/1/1973 SWITCHGEAR
DGT012004N	3025131	1/1/1973 RECTIFIER
DGT012004N01	3025132	2/1/1973 TRAILING CHARGES TO TAG #012004N
DGT012005N	3025133	1/1/1973 SWITCHGEAR
DGT012006N	3025134	1/1/1973 RECTIFIER
DGT012007N	3025135	2/1/1973 ACID TANK
DGT012008N	3025136	2/1/1973 ACID TANK
DGT012010N	3025137	2/1/1973 ACID TANK
DGT012011N	3025138	2/1/1973 ACID TANK

DGT012016N	3025139	9/1/1973 CONVEYOR
DGT012017N	3025140	9/1/1973 CONVEYOR
DGT012018N	3025141	9/1/1973 CONVEYOR
DGT012020N	3025143	9/1/1973 CONVEYOR
DGT012021N	3025144	12/1/1973 SUB STATION
DGT012022N	3025145	12/1/1973 CABLE
DGT012023N	3025146	12/1/1973 PLATFORM
DGT012024N	3025147	3/1/1974 VENTILATION
DGT012025N	3025148	3/1/1974 CONVEYOR
DGT012026N	3025149	3/1/1974 VENTILATION
DGT012027N	3025150	3/1/1974 VACUUM SYSTEM
DGT012034N	3025151	8/1/1975 VACUUM TO MOLDING
DGT012036N	3025152	3/1/1976 TRENCHES
DGT012038N	3025153	5/1/1976 VENTILATION
DGT012043N	3025154	8/1/1976 ACID TANK
DGT012044N	3025155	8/1/1976 ACID PUMPING SYSTEM FOR MEZZANINE
DGT012046N	3025156	9/1/1976 VENTILATION FOR LEAD POTS
DGT012047N	3025157	9/1/1976 FINAL ACID FILL
DGT012051N	3025158	9/1/1976 ACID TOP-OFF
DGT012055N	3025159	9/1/1976 SUB-STATION-LEAD STRIP
DGT012055N01	3025160	10/1/1977 ADDITIONAL CHARGES TO TAG #012055N
DGT012057N	3025161	10/1/1976 LEAD MELT FURNACE
DGT012058N	3025162	10/1/1976 FOUNDATION & SUMPS FOR LEAD CASTER
DGT012060N	3025163	12/1/1976 VENTILATION FOR CHARGING UNITS
DGT012060N01	3025164	8/1/1980 ADDITIONAL CHARGES TO TAG #012060N
DGT012062N	3025165	1/1/1977 ACID MIXING SYSTEM
DGT012064N	3025167	1/1/1977 ACID PUMPS RECLAIM
DGT012065N	3025168	1/1/1977 VENTILATION PLATE OVENS
DGT012066N	3025169	1/1/1977 ACID STORAGE TANK
DGT012067N	3025170	1/1/1977 ACID STORAGE TANK
DGT012068N	3025171	1/1/1977 ACID STORAGE TANK
DGT012069N	3025172	1/1/1977 ACID STORAGE TANK
DGT012070N	3025173	1/1/1977 ACID STORAGE TANK
DGT012071N	3025174	1/1/1977 ACID STORAGE TANK
DGT012072N	3025175	1/1/1977 ACID STORAGE TANK
DGT012073N	3025176	1/1/1977 ACID STORAGE TANK
DGT012074N	3025177	1/1/1977 ACID STORAGE TANK
DGT012075N	3025178	1/1/1977 ACID STORAGE TANK
DGT012076N	3025179	1/1/1977 ACID STORAGE TANK
DGT012077N	3025180	1/1/1977 ACID STORAGE TANK
DGT012080N	3025181	2/1/1977 COOLING FACILITIES FOR CASTER
DGT012083N	3025182	7/1/1977 SUB STATION LEAD RECLAIM
DGT012095N	3025183	2/1/1978 LINDBURG FURNACE
DGT012096N	3025184	2/1/1978 TRANSFER SYSTEM
DGT012097N	3025185	9/1/1978 STEAMER HOOD
DGT012098N	3025186	9/1/1976 STEAMER HOOD
DGT012099N	3025187	1/1/1977 STEAMER HOOD
DGT012100N	3025188	1/1/1977 STEAMER HOOD
DGT012102N	3025189	4/1/1978 WATER CONTAINMENT
DGT012109N	3025190	12/1/1976 PRIMARY SWITCH GEAR
DGT012109N01	3025191	12/1/1977 TRAILING CHARGE TO TAG #012109N
DGT012109N02	3025192	3/1/1978 TRAILING CHARGE TO TAG #012109N
DGT012117N	3025193	10/1/1978 CONVEYOR SYSTEM
DGT012118N	3025194	10/1/1978 ACID FILL STATION
DGT012119N	3025195	10/1/1978 REPAIR STATIONS (2)
DGT012120N	3025196	11/1/1978 EXTEND TRENCH/X-MET LINE
DGT012121N	3025197	11/1/1978 AIR MAKEUP UNIT
DGT012122N	3025198	12/1/1978 AIR MAKE UP SYSTEM
DGT012122N01	3025199	10/1/1979 ADDITIONAL CHARGES TO TAG #012122N
DGT012123N	3025200	12/1/1978 BATROLIFE MEZZANINE
DGT012124N	3025201	1/1/1979 CONVEYOR FROM SETTLING CHAMBER
DGT012125N	3025202	2/1/1979 VENTILATION TUNNEL-EXTENSION
DGT012128N	3025205	3/1/1979 ROLLER TYPE CONVEYOR
DGT012129N	3025206	3/1/1979 INCLINE BELT CONVEYOR
DGT012130N	3025207	4/1/1979 POWER DROPS/C O S & PREHEAT
DGT012131N	3025208	5/1/1979 CONVEYOR FROM COLLECTOR
DGT012132N	3025209	8/1/1979 VENT FOR ELEMENT ASSEMBLY

DGT012132N01	3025210	9/1/1979 TRAILING CHARGE TO TAG #012132N
DGT012137N	3025212	9/1/1979 OVERHEAD CONVEYOR
DGT012138N	3025213	9/1/1979 ELECTRIC CABLE & DROPS
DGT012139N	3025214	9/1/1979 SETTLING CHAMBER
DGT012140N	3025215	11/1/1979 LEAD DROP & CONTROLS FOR BARTON POT
DGT012141N	3025216	12/1/1979 CHARGE TABLES
DGT012142N	3025217	12/1/1979 CHARGE TABLES
DGT012146N	3025218	6/1/1980 LEAD MELT POT
DGT012147N	3025219	6/1/1980 VENTILATION F/POT
DGT012148N	3025220	6/1/1980 ELECTRIC CABLE & BUSWAY
DGT012150N	3025222	6/1/1980 COOLING TOWER
DGT012151N	3025223	12/1/1980 EXTEND TRENCHES FOR CONVEYOR
DGT012152N	3025224	12/1/1980 STORAGE RACKS & SPRINKLER
DGT012152N01	3025225	12/1/1981 TRAILING CHARGE TO TAG #012152N
DGT012154N01	3025226	1/1/1998 UPGRADE STORM WATER TREATMENT PLANT
DGT012156N	3025227	12/1/1980 RECEIVING OFFICE
DGT012159N	3025229	12/1/1981 CHARGE TABLES
DGT012160N	3025230	12/1/1981 (14) CHARGE TABLES
DGT012161N	3025231	2/1/1982 VENTILATION SYSTEM
DGT012162N	3025232	2/1/1982 LOAD/UNLOAD CONVEYOR
DGT012163N	3025233	6/1/1982 COLLECTOR
DGT012164N	3025234	6/1/1980 VESTIBULE
DGT012166N	3025235	9/1/1982 OWENS CORNING ACID TANK
DGT012167N	3025236	1/1/1983 BACK UP BAG COLLECTION FOR DR 95995
DGT012168N	3025237	1/1/1983 BACK UP BAG COLLECTION FOR DR95996
DGT012169N	3025238	1/1/1983 BACK UP BAG COLLECTION FOR DR95997
DGT012170N	3025239	1/1/1983 BACK UP BAG COLLECTION FOR DR95998
DGT012171N	3025240	1/1/1983 BACK UP BAG COLLECTION FOR DR95999
DGT012172N	3025241	1/1/1983 BACK UP BAG COLLECTION FOR DR96000
DGT012173N	3025242	1/1/1983 BACK UP BAG COLLECTION FOR DR105751
DGT012174N	3025243	1/1/1983 BACK UP BAG COLLECTION FOR DR105752
DGT012176N	3025244	12/1/1983 OXIDE ELEVATORS & CONVEYORS
DGT012176N01	3025245	10/1/1983 MATERIAL HANDLING SYSTEM AT PASTE MIX
DGT012181N	3025246	9/1/1984 POWER ROLLER CONVEYOR
DGT012182N	3025247	12/1/1984 ACID & WATER SYSTEM
DGT012184N	3025248	12/1/1984 VENTILATION F/3 PAINT MIXERS
DGT012185N	3025249	4/1/1985 WOMEN'S REST ROOM-WEST
DGT012186N	3025250	5/1/1985 WOMEN'S LOCKER/SHOWER-EAST
DGT012187N	3025251	12/1/1985 CONVEYOR & VENTILATION FOR 6 TABLES
DGT012188N	3025252	1/1/1986 ROOF EXHAUSTERS
DGT012194N	3025253	2/1/1987 ACID PIT
DGT012200N	3025256	5/1/1987 TRANSFER CONVEYORS(ALL)
DGT012202N	3025257	10/1/1987 #26(82'CHG TABLE CONV)
DGT012203N	3025258	10/1/1987 #27(82'CHG TABLE CONV)
DGT012204N	3025259	10/1/1987 #28(82'CHG TABLE CONV)
DGT012205N	3025260	10/1/1987 #29(82'CHG TABLE CONV)
DGT012206N	3025261	10/1/1987 #30(82'CHG TABLE CONV)
DGT012207N	3025262	10/1/1987 82 FT. CONVEYOR (#31)
DGT012208N	3025263	10/1/1987 #32(82'CHG TABLE CONV)
DGT012209N	3025264	10/1/1987 #33(82'CHG TABLE CONV)
DGT012210N	3025265	12/1/1987 #1 X-MET LINE(OFFBEAR CONV)
DGT012211N	3025266	5/1/1988 POWERED ROLLER CONV(4)
DGT012212N	3025267	5/1/1988 VENT FOR CAST ON STRAP MACH
DGT012215N	3025268	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012216N	3025269	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012217N	3025270	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012218N	3025271	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012219N	3025272	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012220N	3025273	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012222N	3025274	6/30/1989 CAPITALIZABLE MAINT.
DGT012223N	3025275	3/1/1990 VENTILATION FOR (8) BATTERY CHARGE TABLES
DGT012224N	3025276	9/1/1990 TEMPERATURE CONTROL
DGT012225N	3025277	1/1/1991 COS CONTROL
DGT012228N	3025278	7/1/1994 WASTE WATER TREATMENT SYSTEM
DGT012230N	3025280	8/1/1995 ACID LEVELER
DGT012233N	3025281	3/1/1995 AUTOMATIC LABELING MACHINE
DGT012234N	3025282	1/1/1996 RESERVE CAPACITY TESTERS (12)

DGT012236N	3025284	1/1/1996 110 OZ CONVERSION
DGT014722N	3025285	6/1/1977 BAYSTONE PLATE STEAMER
DGT014729N	3025286	6/1/1977 OXIDE SCREW CONVEYOR SYSTEM
DGT014737N	3025287	7/1/1977 SCREW CONVEYOR
DGT014738N	3025288	7/1/1977 SCREW CONVEYOR
DGT015201N	3025289	12/1/1979 INSULATE STEAMER HOODS (6)
DGT020031D01	3025298	2/1/1947 LATHES-ENGIN
DGT020059D01	3025300	12/1/1946 DRILL-STANDA
DGT020726D01	3025301	7/1/1947 MIX CONVEYOR
DGT021837D	3025305	2/1/1956 SETTLING CHR
DGT021838D	3025306	2/1/1956 BARTON POT
DGT021840D	3025307	2/1/1956 12R)DUSTCOLL
DGT022488D	3025308	3/1/1957 COMPRESSORS}
DGT022506D	3025309	4/1/1957 RECTIFIERS}E
DGT022510D	3025310	5/1/1957 BARTON POT
DGT022511D	3025311	5/1/1957 SETTLING CHR
DGT022530D	3025312	10/1/1957 RECTIFIERS}E
DGT028031N	3025315	6/1/1996 ALLEN BRADLEY CONTROL
DGT028785N	3025316	10/31/1989 ACID DUMP SYSTEM
DGT028855N	3025317	11/1/1991 CENTRIFUGAL BLOWER
DGT056948D	3025318	6/1/1956 GRINDER
DGT058830D	3025319	6/1/1957 BARTON POT
DGT060227D	3025320	6/1/1954 BARTON POT
DGT060228D	3025321	6/1/1954 BARTON POT
DGT060229D	3025322	6/1/1954 BARTON POT
DGT060230D	3025323	6/1/1954 SET)CHAMBER
DGT060231D	3025324	6/1/1954 SET)CHAMBER
DGT060232D	3025325	6/1/1954 SET)CHAMBER
DGT060233E	3025327	11/1/2001 MODIF OF MISC LINE STROKER, PLATFORM, LEFT AND TAB
DGT060279D	3025329	11/1/1960 POWER ROLLER
DGT060295D	3025330	7/1/1961 IMPACT TESTI
DGT066940D	3025331	6/1/1946 LATHE
DGT069865D	3025333	2/1/1963 LATHE
DGT070211D	3025335	6/1/1963 TOLEDO SCALE
DGT070253D	3025336	8/1/1963 MILLING MACHINE
DGT070255D	3025337	8/1/1963 SURFACEGRIND
DGT071020D	3025338	5/1/1964 LATHE
DGT071037D	3025339	7/1/1964 MILLING MCH
DGT071058D	3025340	12/1/1964 BOILER
DGT071087D	3025343	12/1/1965 BOILER
DGT072221D	3025346	8/1/1966 EL AS SECT
DGT072222D	3025347	9/1/1969 DUST COLLECTOR
DGT072223D	3025348	9/1/1969 MATL COLL SYS
DGT072239D	3025352	4/1/1967 LATHE
DGT072280D	3025360	10/1/1968 CONVEYORS
DGT072284D01	3025361	3/1/1970 STARTER
DGT072292D	3025366	6/1/1970 MOLD TEMP CONTR
DGT083874D	3025367	5/1/1966 RECTIFIER
DGT087857D	3025381	7/1/1970 PLATE SAW
DGT087872D	3025385	2/1/1971 CONVEYOR
DGT093030D	3025386	12/1/1973 PASTE MIXER
DGT095313D	3025390	7/1/1971 PASTE MIXER
DGT095328D	3025392	4/1/1972 HACKSAW
DGT095330D	3025394	5/1/1973 DUST COLLECTOR
DGT095351D	3025416	9/1/1973 CONVEYOR
DGT095352D	3025417	9/1/1973 CONVEYOR
DGT095353D	3025418	9/1/1973 GRANULATOR
DGT095354E	3025420	11/1/2001 M & L FOR MODIF OF MAIN LINE STACKER PLATFORM, L/R
DGT095355D	3025421	9/1/1973 CAST ON STRAP
DGT095356D	3025422	9/1/1973 CAST ON STRAP
DGT095357D	3025423	9/1/1973 CAST ON STRAP
DGT095358D	3025424	9/1/1973 CAST ON STRAP
DGT095359D	3025425	9/1/1973 SPOT FACE CONVEYOR
DGT095363D	3025427	9/1/1973 EXT FUSION CONV
DGT095364D	3025428	9/1/1973 AIR TEST CONVEYOR
DGT095365D	3025429	9/1/1973 LABLER CONV
DGT095369D	3025432	9/1/1973 LEAK TEST

DGT095370D	3025433	9/1/1973 DATE CODE
DGT095372D	3025434	9/1/1973 LEAD POT
DGT095373D	3025435	9/1/1973 LEAD POT
DGT095374D	3025436	9/1/1973 LEAD POT
DGT095375D	3025437	9/1/1973 LEAD POT
DGT095376D	3025438	9/1/1973 VACUUM SYSTEM STACKER
DGT095382D	3025439	9/1/1973 TEMPERATURE CONTROL
DGT095383D	3025440	9/1/1973 HEAT SEAL MACHINE
DGT095384D	3025441	9/1/1973 HEAT SEAL MACHINE
DGT095385D	3025442	9/1/1973 HEAT SEAL MACHINE
DGT095387D	3025443	12/1/1973 AIR COMPRESSOR
DGT095398D	3025446	3/1/1974 LIFT TRUCK
DGT095399D	3025447	3/1/1974 SLITTER
DGT095400D	3025448	3/1/1974 SLITTER
DGT095603D	3025450	10/1/1974 DUST COLLECTOR
DGT095604D	3025451	10/1/1974 DUST COLLECTOR
DGT095610D	3025452	1/1/1975 HEAT SEAL MACHINE
DGT095612D	3025453	4/1/1975 CONVEYOR SYSTEM
DGT095614D	3025454	9/1/1975 SOFTENING TANK
DGT095615D	3025455	9/1/1975 SOFTENING TANK
DGT095620D	3025456	1/1/1976 EXT-FUSION MACHINE
DGT095620D01	3025457	3/1/1976 ADDITIONAL CHARGES TO TAG #095620D
DGT095621D	3025458	2/1/1976 HOIST
DGT095622D	3025459	5/1/1976 DIELECTRIC LINE
DGT095628D	3025462	5/1/1976 BRIDGE HOIST
DGT095638D	3025472	6/1/1976 SKID RACK
DGT095639D	3025473	6/1/1976 SKID RACK
DGT095640D	3025474	6/1/1976 SKID RACK
DGT095641D	3025475	6/1/1976 SKID RACK
DGT095646D	3025476	9/1/1976 BUTT WELDER
DGT095647D	3025477	9/1/1976 BUTT WELDER
DGT095654D	3025479	7/1/1976 HI-RATE TEST
DGT095657D	3025480	7/1/1976 SCRAP CONVEYOR SYSTEM
DGT095658D	3025481	7/1/1976 CONVEYOR
DGT095661D	3025484	9/1/1976 DE-REELER
DGT095662D	3025485	9/1/1976 DE-REELER
DGT095663D	3025486	9/1/1976 DE-REELER
DGT095664D	3025487	9/1/1976 DE-REELER
DGT095666D	3025489	9/1/1976 EXPANDING PRESS
DGT095670D	3025491	9/1/1976 LUG FORM PRESS
DGT095671D	3025492	9/1/1976 LUG FORM PRESS
DGT095674D	3025495	9/1/1976 MODICON-PASTE LINE
DGT095675D	3025496	9/1/1976 MODICON-PASTE LINE
DGT095676D	3025497	8/1/1979 OVEN CONVERSION
DGT095677D	3025498	8/1/1979 OVEN CONVERSION
DGT095681D	3025501	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095682D	3025502	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095685D	3025503	9/1/1976 CONVEYOR FOR PASTE MACHINE
DGT095688D	3025504	9/1/1976 PILOT HOLE PIERCE
DGT095689D	3025505	9/1/1976 PILOT HOLE PIERCE
DGT095698D	3025510	10/1/1976 BATTERY CHARGER LAB. FACILITIES
DGT095801D	3025511	10/1/1976 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D01	3025512	10/1/1978 COLLECTION SYSTEM FOR OFFBEAR
DGT095801D02	3025513	8/1/1979 VENT & CURE OVEN
DGT095803D	3025515	10/1/1976 FOUR-ARM STORAGE TURNSTILE
DGT095804D	3025516	10/1/1976 SPECTROGRAPH
DGT095807D	3025518	12/1/1976 ROLLING MILL 7 STAND
DGT095809D	3025519	12/1/1976 CHARGING UNITS BATTERIES
DGT095809D01	3025520	12/1/1978 TRAILING CHARGE TO TAG #095809D
DGT095809D02	3025521	6/1/1980 ADDITIONAL CHARGES TO TAG #095809D
DGT095810D	3025522	12/1/1976 CHARGING UNITS BATTERIES
DGT095810D01	3025523	12/1/1978 TRAILING CHARGE TO TAG #095810D
DGT095810D02	3025524	6/1/1980 TRAILING CHARGE TO TAG #095810D
DGT095811D	3025525	12/1/1976 CHARGING UNITS BATTERIES
DGT095811D01	3025526	12/1/1978 TRAILING CHARGE TO TAG #095811D
DGT095811D02	3025527	6/1/1980 TRAILING CHARGE TO TAG #095811D
DGT095812D	3025528	12/1/1976 CHARGING UNITS BATTERIES

DGT095812D01	3025529	12/1/1978 TRAILING CHARGE TO TAG #095812D
DGT095812D02	3025530	8/1/1980 TRAILING CHARGE TO TAG #095812D
DGT095818D	3025531	1/1/1977 HEAT SEAL FINAL COVER
DGT095821D	3025532	1/1/1977 TURNSTILE
DGT095822D	3025533	1/1/1977 S O C INSERTER
DGT095823D	3025534	1/1/1977 COIL UP UNIT
DGT095826D	3025535	2/1/1977 WATER CHILLER PASTE MIXING
DGT095829D	3025538	4/1/1977 COIL UP UNIT
DGT095830D	3025539	4/1/1977 COIL UP UNIT
DGT095831D	3025540	6/1/1977 PULL BOX CASTER
DGT095832D	3025541	6/1/1977 PULL BOX CASTER
DGT095836D	3025542	10/1/1977 FRONT END LOADER
DGT095837D	3025543	10/1/1977 CHILLER FOR PULL BOX-20 TON
DGT095839D	3025545	10/1/1977 COIN ROLL
DGT095840D	3025546	10/1/1977 COIN ROLL
DGT095842D	3025547	10/1/1977 ROLLING MILL-7 STAND
DGT095843D	3025548	6/1/1976 SKID RACK
DGT095845D	3025549	12/1/1977 CHARGING UNIT
DGT095845D01	3025550	12/1/1978 TRAILING CHARGE TO TAG #095845D
DGT095846D	3025551	12/1/1977 CHARGING UNIT
DGT095846D01	3025552	12/1/1978 TRAILING CHARGE TO TAG #095846D
DGT095848D	3025553	12/1/1977 CHARGING UNIT
DGT095848D01	3025554	12/1/1978 TRAILING CHARGE TO TAG #095848D
DGT095849D	3025555	12/1/1977 CHARGING UNIT
DGT095849D01	3025556	12/1/1978 TRAILING CHARGE TO TAG #095849D
DGT095850D	3025557	12/1/1977 CHARGING UNIT
DGT095850D01	3025558	12/1/1978 TRAILING CHARGE TO TAG #095850D
DGT095854D	3025559	12/1/1977 CHARGING UNIT
DGT095854D01	3025560	12/1/1978 TRAILING CHARGE TO TAG #095854D
DGT095858D	3025561	12/1/1977 CHARGING UNIT
DGT095858D01	3025562	12/1/1978 TRAILING CHARGE TO TAG #095858D
DGT095859D	3025563	12/1/1977 CHARGING UNIT
DGT095859D01	3025564	12/1/1978 TRAILING CHARGE TO TAG #095859D
DGT095860D	3025565	12/1/1977 CHARGING UNIT
DGT095860D01	3025566	12/1/1978 TRAILING CHARGE TO TAG #095860D
DGT095861D	3025567	12/1/1977 CHARGING UNIT
DGT095861D01	3025568	12/1/1978 TRAILING CHARGE TO TAG #095861D
DGT095862D	3025569	12/1/1977 CHARGING UNIT
DGT095862D01	3025570	12/1/1978 TRAILING CHARGE TO TAG #095862D
DGT095866D	3025571	3/1/1978 TEST UNIT AND MODULES
DGT095870D	3025572	4/1/1978 COVER HEAT SEAL
DGT095872D	3025573	9/1/1978 BUTT WELDER
DGT095873D	3025574	9/1/1978 DEREELEER
DGT095874D	3025575	9/1/1978 DEREELEER
DGT095877D	3025576	9/1/1978 LUG FORM PRESS
DGT095878D	3025577	9/1/1978 ROTARY CUT OFF MACHINE
DGT095879D	3025578	9/1/1978 PILOT HOLE PIERCE PRESS
DGT095880D	3025579	9/1/1978 PLATE DRYING OVEN
DGT095882D	3025581	6/1/1976 SKID RACK
DGT095883D	3025582	6/1/1976 SKID RACK
DGT095884D	3025583	7/1/1978 THERMO CARE WATER CHILLER
DGT095885D	3025584	8/1/1978 FULLER BAG COLLECTOR
DGT095885D01	3025585	9/1/1978 TRAILING CHARGE TO TAG #095885D
DGT095887D	3025586	9/1/1978 CAMBER SENSOR
DGT095888D	3025587	11/1/1978 LABEL MACHINE
DGT095889D	3025588	12/1/1978 BATTERY CHARGING UNIT
DGT095890D	3025589	12/1/1978 BATTERY CHARGING UNIT
DGT095891D	3025590	12/1/1978 BATTERY CHARGING UNIT
DGT095892D	3025591	12/1/1978 BATTERY CHARGING UNIT
DGT095893D	3025592	12/1/1978 BATTERY CHARGING UNIT
DGT095894D	3025593	12/1/1978 BATTERY CHARGING UNIT
DGT095895D	3025594	12/1/1978 BATTERY CHARGING UNIT
DGT095896D	3025595	12/1/1978 BATTERY CHARGING UNIT
DGT095897D	3025596	12/1/1978 BATTERY CHARGING UNIT
DGT095898D	3025597	12/1/1978 BATTERY CHARGING UNIT
DGT095899D	3025598	12/1/1978 BATTERY CHARGING UNIT
DGT095900D	3025599	12/1/1978 BATTERY CHARGING UNIT

DGT095901A	3025600	11/1/2001 REBUILD #4 AIR COMPRESSOR - ORIGINAL TAG REFERENCE
DGT095901D	3025601	12/1/1978 AIR COMPRESSOR
DGT095901D01	3025602	7/1/1991 ADDL CHG(STRUCTURE OF COMPRESSOR)
DGT095902D	3025603	2/1/1979 BASE FOR STACKER
DGT095903D	3025604	2/1/1979 FREEZER
DGT095906D	3025606	2/1/1979 FILL IN CONVEYOR
DGT095907D	3025607	2/1/1979 FILL IN CONVEYOR
DGT095908D	3025608	2/1/1979 FILL IN CONVEYOR
DGT095909D	3025609	2/1/1979 CONVEYOR TO STORAGE
DGT095910D	3025610	2/1/1979 CONVEYOR TO STORAGE
DGT095911D	3025611	2/1/1979 CONVEYOR TO STORAGE
DGT095912D	3025612	2/1/1979 CONVEYOR TO STORAGE
DGT095915D	3025614	4/1/1979 RIB TRIM MACHINE
DGT095916D	3025615	4/1/1979 TOP TERM ALIGNMENT MACHINE
DGT095919D	3025618	4/1/1979 CHILLER-15 TON
DGT095920D	3025619	5/1/1979 TEMPERATURE CONTROLLER
DGT095923D	3025620	7/1/1979 HEAT SEAL MACHINE
DGT095925D	3025622	7/1/1979 CASE GATHERING CONVEYOR FROM COS
DGT095927D	3025624	7/1/1979 CAMBER SENSOR
DGT095928D	3025625	7/1/1979 CAMBER SENSOR
DGT095932D	3025628	8/1/1979 OSI PLATE DRY OVEN
DGT095933D	3025629	8/1/1979 OSI PLATE DRY OVEN
DGT095934D	3025630	8/1/1979 5 STATION EXT FUSION MACHINE
DGT095935D	3025631	8/1/1979 SLITTER & CHOPPER
DGT095936D	3025632	8/1/1979 SLITTER & CHOPPER
DGT095937D	3025633	8/1/1979 COOLING CHAMBER
DGT095938D	3025634	8/1/1979 GROUP PALLET CONVEYOR
DGT095940D	3025635	8/1/1979 WORK PLATFORM FOR (2) CAST ON STRAP
DGT095942D	3025636	9/1/1979 SCREW CONVEYOR SYSTEM
DGT095943D	3025637	9/1/1979 PASTE RECLAIM SYSTEM
DGT095944D	3025638	9/1/1979 TENNENT FLOOR SWEEPER
DGT095944D01	3025639	9/1/1979 ADDITIONAL CHARGES TO TAG #095944D
DGT095946D	3025641	10/1/1979 CAST ON STRAP
DGT095947D	3025642	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095948D	3025643	10/1/1979 LEAK TEST CONVEYOR
DGT095949D	3025644	10/1/1979 GREEN GROUP SHORT TEST CONVEYOR
DGT095950D	3025645	10/1/1979 GREEN SHORT TEST CONVEYOR
DGT095953D	3025646	12/1/1979 CONVEYOR TO CHARGING TABLES
DGT095955D	3025649	12/1/1979 HOPPER AND CONVEYOR
DGT095957D	3025650	12/1/1979 VENTILATION SYSTEM
DGT095958D	3025651	12/1/1979 LEAK TEST
DGT095961D	3025652	12/1/1979 DROTT DECK CRANE
DGT095965D	3025655	2/1/1980 ROCKWELL BAND SAW
DGT095971D	3025657	6/1/1980 TIG WELDER
DGT095972D	3025658	6/1/1980 TIG WELDER
DGT095973D	3025659	6/1/1980 TIG WELDER
DGT095975D	3025660	6/1/1980 TIG WELD CONVEYOR SYSTEM
DGT095985D	3025666	12/1/1981 PASTE MIXER
DGT095985D01	3025667	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095986D	3025668	12/1/1981 PASTE MIXER
DGT095986D01	3025669	12/1/1983 INSTRUMENTS FOR/PASTE MIXER
DGT095987D01	3025670	7/1/1984 INSTRUMENTS FOR/PASTE MIXER
DGT095989D	3025671	12/1/1981 STOCK DEREELEER
DGT095990D	3025672	12/1/1981 STOCK DEREELEER
DGT095991D	3025673	12/1/1981 STRETCH WRAP MACHINE
DGT095992D	3025674	12/1/1982 SINGLE STAND MILL
DGT095993D	3025675	12/1/1982 WATER CHILLER
DGT095993D01	3025676	1/1/1983 WATER CHILLER
DGT095994D	3025677	12/1/1982 WATER CHILLER
DGT095994D01	3025678	1/1/1983 WATER CHILLER
DGT095995D	3025679	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095996D	3025680	12/1/1980 VENTILATION F/COLLECTION SYSTEM
DGT095997D	3025681	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT095998D	3025682	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT095999D	3025683	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT096000D	3025684	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT096187D	3025690	12/1/1972 DUST COLLECTOR

DGT098361D01	3025691	10/31/1989 REBUILD MOLDING MACHINE
DGT098361D02	3025692	3/1/1992 ADDL CHG(700 T MOLDING MACH)
DGT100287D	3025696	6/1/1977 EXPAND PRESS
DGT100297D	3025698	6/1/1977 PASTE MIXER
DGT100306D	3025699	6/1/1977 BUTT WELDER
DGT100312D	3025700	6/1/1977 DEREELEER
DGT100315D	3025701	6/1/1977 DEREELEER
DGT100470D	3025702	9/1/1977 TIG TOP TERM BURN MACHINE
DGT102070D	3025703	7/1/1978 LUG TRIM PRESS
DGT102099D	3025704	8/1/1978 OSI PLATE DRY OVEN
DGT102511D	3025708	7/1/1979 SLITTER & CHOPPER
DGT102513D	3025709	7/1/1979 CAMBER SENSORS
DGT104491	3025710	2/1/1998 LEVELATOR
DGT104492	3025711	2/1/1998 LEVELATOR
DGT104493	3025712	2/1/1998 LEVELATOR
DGT104494	3025713	2/1/1998 LEVELATOR
DGT104495	3025714	2/1/1998 LEVELATOR
DGT104496	3025715	2/1/1998 LEVELATOR
DGT104497	3025716	2/1/1998 LEVELATOR
DGT104498	3025717	2/1/1998 LEVELATOR
DGT104499	3025718	2/1/1998 LEVELATOR
DGT104500	3025719	2/1/1998 LEVELATOR
DGT104501	3025720	2/1/1998 LEVELATOR
DGT104502	3025721	2/1/1998 LEVELATOR
DGT105567D	3025724	6/1/1983 STRETCH WRAP MACHINE
DGT105650D	3025725	8/1/1983 SINGLE STAND MILL
DGT105751D	3025726	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105752D	3025727	12/1/1982 VENTILATION F/COLLECTION SYSTEM
DGT105753D	3025728	2/1/1983 TRABON LUBE SYSTEM
DGT105754D	3025729	2/1/1983 TRABON LUBE SYSTEM
DGT105755D	3025730	2/1/1983 SINGLE STAND MILL
DGT105756D	3025731	3/1/1983 DIESEL FIRE PUMP
DGT105757D	3025732	3/1/1983 ELECTRIC FIRE PUMP
DGT105758D	3025733	3/1/1983 JOCKEY PUMP
DGT105761D	3025734	12/1/1983 HYDRAULIC PASTE BOX
DGT105762D	3025735	12/1/1983 HYDRAULIC PASTE BOX
DGT105763D	3025736	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105764D	3025737	12/1/1983 ROTARY PILOT HOLE MACHINE
DGT105765D	3025738	12/1/1983 TANK FOR MIXER
DGT105766D	3025739	12/1/1983 TANK FOR MIXER
DGT105769D	3025741	6/1/1984 LABEL MACHINE
DGT105770D	3025742	8/1/1984 TIG WELDER
DGT105770D01	3025743	1/1/1995 ADDITIONAL CHARGES TO TAG #105770
DGT105771D	3025744	8/1/1984 TIG WELDER
DGT105771D01	3025745	1/1/1995 ADDITIONAL CHARGES TO TAG #105771
DGT105772D	3025746	8/1/1984 TIG WELDER
DGT105772D01	3025747	1/1/1995 ADDITIONAL CHARGES TO TAG #105772
DGT105773D	3025748	8/1/1984 TIG WELDER
DGT105773D01	3025749	1/1/1995 ADDITIONAL CHARGES TO TAG #105773
DGT105774D	3025750	10/1/1984 PILOT HOLE MACHINE
DGT105775D	3025751	12/1/1984 HEVI DUTY TRANSFORMER-300KVA LIGHTING
DGT105776D	3025752	12/1/1984 TANK FOR MIXER
DGT105777D	3025753	1/1/1985 HYDRAULIC PASTE BOX
DGT105781D	3025754	1/1/1985 BATTERY WASHER
DGT105787D	3025756	12/1/1985 EXPANDER PRESS #2
DGT105789D	3025757	8/1/1986 HI STACKER TIERING TRUCK
DGT105790D	3025758	8/1/1986 HI STACKER TIERING TRUCK
DGT105795D	3025759	9/1/1986 EPANDER PRESS #1LINE
DGT105796D	3025760	10/1/1986 PASTE MACH LINE#1
DGT105797D	3025761	10/1/1986 BUTT WELDER LINE#1
DGT105798D	3025762	10/1/1986 PASTE MIXER LINE #1
DGT105800D	3025763	10/1/1986 HOT RUNNER CONTROLLER(500T CINN MOLD)
DGT105801D	3025764	10/1/1986 MOLD MONITOR MACH #12(500T MOLD MACH)
DGT105802D	3025765	10/1/1986 PARTS CONV(25T MOLD MACH)15'&7"
DGT105805D	3025766	2/1/1987 EXPANDER PRESS LN#1
DGT105806D	3025767	2/1/1987 COVER HEAT SEAL
DGT105807D	3025768	4/1/1987 FINAL COVER FILT PLACER

DGT105810D	3025770	9/1/1987 CONV-HANDLE PLACEMENT
DGT105811D	3025771	5/1/1988 CHARGE PANEL
DGT105812D	3025772	5/1/1988 CHARGE PANEL
DGT105817D	3025773	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105818D	3025774	2/1/1988 S.O.C. PROGRAMMABLE CONTROLLER
DGT105820D	3025775	2/1/1988 15T WATER CHILLER
DGT105822D	3025776	5/1/1988 CAST ON STRAP MACH
DGT105823D	3025777	5/1/1988 HI-RATE TESTER(5575L&R)
DGT105824D	3025778	5/1/1988 AIR BLAST SYS BLOWER
DGT105825D	3025779	5/1/1988 TOP TERM TIG BURN MACH
DGT105826D	3025780	5/1/1988 HI-RATE CONVEYOR
DGT105828D	3025782	11/1/1988 CHARGE FLOOR PROCESS FAN
DGT105830D	3025784	12/1/1988 LABEL MACHINE
DGT105831D	3025785	1/1/1989 SPOT FACE MACHINE
DGT105832D	3025786	1/1/1989 SPOT FACE MACHINE
DGT105834D	3025787	8/31/1989 AUTO STRETCH WRAP UNIT
DGT105837D	3025788	10/31/1989 LEAD SULFATE RECOVERY SYSTEM
DGT105839D	3025790	2/1/1990 CONVEYOR
DGT105840D	3025791	2/1/1990 90 DEGREE EXIT CONV(RIGHT SIDE INFEED OHB)
DGT105842D	3025793	8/1/1973 TRUCK POWERED SHOP
DGT105843D	3025794	3/1/1980 TRUCK-POWERED-SHOP
DGT105845D	3025795	8/1/1976 TRUCK-POWERED-SHOP
DGT105846D	3025796	5/1/1991 ROTARY DRUM PASTE MACH
DGT105847D	3025797	5/1/1991 ROTARY DRUM PASTE MACH
DGT105848D	3025798	5/1/1991 ROTARY DRUM PASTE MACH
DGT105849D	3025799	5/1/1991 ROTARY DRUM PASTE MACH
DGT105854D	3025802	12/1/1991 PRESTRETCH UNIT
DGT105856D	3025803	1/1/1993 ENCLOSURE F/3 DOORS
DGT105865D	3025804	3/1/1994 SPIROMETER
DGT105869D	3025806	2/28/1995 (9)TOLEDO SCALE WEIGHT CONTROLLERS
DGT105870D	3025807	1/1/1996 AUTOMATIC PALLETIZER
DGT105870E	3025808	11/1/2001 AUTOMATIC PALLETIZER
DGT105871	3025809	2/28/1997 (B) ULTRASONIC WELDER
DGT105871A	3025810	12/1/1998 TRAILING CHARGE TO DGT105871
DGT105871D	3025811	1/1/1987 GENIE BOOM ELECTRIC MAN LIFT
DGT105872D	3025813	3/1/1983 CLARK WALKING STYLE ELECTRIC SWEEPER/SCRUBBER
DGT105873	3025814	7/31/1997 AUTO OFF-BEAR SYS
DGT105874	3025816	7/31/1997 HEATING SYSTEM (UPGRADE)
DGT105876	3025817	11/1/2001 LEAD OXIDE VENTILATION ON XMET
DGT105878	3025818	11/1/2001 SYNTRON BOWL CONVERSION
DGT105880	3025819	11/1/2001 REBUILD CHARGE TABLE
DGT105881	3025820	11/1/2001 REBUILD CHARGE TABLES
DGT105883	3025821	11/1/2001 MANCOOLERS FOR C.O.S.
DGT105884	3025822	11/1/2001 REPAIR PERSON COOLERS - X-MET
DGT105886	3025824	11/1/2001 ROLLING MILL DRIVE UNIT
DGT105887	3025825	11/1/2001 REPLACE MODICON CONTROLLERS
DGT105888	3025826	11/1/1997 SAND FILTER
DGT105890	3025828	11/1/1997 POWERED SWEEPER
DGT105892	3025829	11/1/1997 HOT MELT EQUIPMENT
DGT105894	3025832	11/1/1997 RETENTION AREA
DGT105895	3025833	11/1/2001 LASER DATE CODE-CELL #1
DGT105897	3025834	11/1/2001 HI RATE MACHINE FOR LEAN CELL #1
DGT105898	3025835	11/1/2001 AIRCHECK FOR LEAN CELL #1
DGT105899	3025836	11/1/2001 AIRCHECK PANEL FOR LEAN CELL #1
DGT105902	3025837	11/1/2001 CARTON PRINTER MACHINE CELL #1
DGT105903	3025838	11/1/2001 HANDLE PLACER MACHINE
DGT105906	3025839	11/1/2001 LOW VOLUME SHRINK WRAP MACHINE
DGT105907	3025840	11/1/2001 HIGH SPEED SHRINK WRAP MACHINE
DGT105908	3025841	11/1/2001 INKJET PRINTER CELL #1
DGT105911	3025842	11/1/2001 DESIGN OF ACID HANDLING SYSTEM
DGT105912	3025843	11/1/2001 PLANT UPGRADES FOR LEAN CELLS
DGT105913	3025844	11/1/2001 LABEL JET LABELLER
DGT105914	3025845	11/1/2001 LABEL JET LABELLER
DGT105915	3025846	11/1/2001 LABEL JET LABELLER
DGT105916	3025847	11/1/2001 LABEL JET LABELLER
DGT105917	3025848	11/1/2001 LABEL JET LABELLER
DGT105918	3025849	11/1/2001 LABEL JET LABELLER

DGT105920	3025850	11/1/2001 HEAT SEAL FOR MISC. LINE
DGT105921	3025851	11/1/2001 POLY STORAGE ELIMINATION EQUIPMENT TO MOVE PLASTI
DGT105924	3025852	11/1/2001 QC LAB BITRODE CYCLER FOR NEW BRUNSWICK
DGT106102D	3025853	6/1/1984 PILOT HOLE MACHINE
DGT106164D	3025854	9/1/1984 BRIDGEPORT TAPE MILL
DGT106164D01	3025855	10/1/1984 TRAILING CHARGE TO TAG #106164D
DGT109106D	3025858	12/1/1988 PASTE MACH(ROTARY DRUM)
DGT111097D	3025859	4/1/1993 BOILER CONTROL FOR #1
DGT111098D	3025860	4/1/1993 BOILER CONTROL FOR #2
DGT111099D	3025861	4/1/1993 BOILER CONTROL FOR #3
DGT111100D	3025862	4/1/1993 BOILER CONTROL FOR #4
DGT111673D	3025864	7/1/1994 RED LEAD STORAGE SYSTEM
DGT111673D01	3025865	7/1/1994 ADDITIONAL CHARGES TO TAG #111673D
DGT111673D02	3025866	1/1/1995 TRAILING CHARGES TO TAG #111673D
DGT111674D	3025867	7/1/1994 RED LEAD DELIVERY SYSTEM
DGT111674D01	3025868	7/1/1994 TRAILING CHARGE TO TAG #111674D
DGT112844	3025870	4/28/1999 INFORMATION BOARD
DGT113107	3025871	7/31/1997 ROBOT
DGT690000	3025872	1/2/1998 LEVELATOR
DGT690001	3025873	1/2/1998 LEVELATOR
DGT690002	3025874	1/2/1998 LEVELATOR
DGT690003	3025875	1/2/1998 LEVELATOR
DGT690004	3025876	1/2/1998 LEVELATOR
DGT690005	3025877	1/2/1998 LEVELATOR
DGT690006	3025878	1/2/1998 LEVELATOR
DGT690007	3025879	1/2/1998 LEVELATOR
DGT690008	3025880	1/2/1998 LEVELATOR
DGT690009	3025881	1/2/1998 LEVELATOR
DGT690010	3025882	1/2/1998 LEVELATOR
DGT690011	3025883	1/2/1998 LEVELATOR
DGT690012	3025884	1/2/1998 LEVELATOR
DGT690013	3025885	1/2/1998 LEVELATOR
DGT690014	3025886	1/2/1998 LEVELATOR
DGT690015	3025887	1/2/1998 LEVELATOR
DGT690016	3025888	8/1/1998 TIG WELDER
DGT690017	3025889	1/2/1998 DOCK LOCK
DGT690018	3025890	1/2/1998 DOCK LOCK
DGT690019	3025891	1/2/1998 DOCK LOCK
DGT690021	3025893	1/2/1998 DOCK LOCK
DGT690022	3025894	1/2/1998 DOCK LOCK
DGT690023	3025895	1/2/1998 DOCK LOCK
DGT690024	3025896	1/2/1998 DOCK LOCK
DGT690025	3025897	1/2/1998 DOCK LOCK
DGT690027	3025899	1/2/1998 SITE SIGN (DELPHI)
DGT690028	3025900	4/1/1998 PERFORATOR LINE UPC
DGT690030	3025901	11/1/1998 LIFT TABLE
DGT690031	3025902	11/1/1998 LIFT TABLE
DGT690032	3025903	11/1/1998 LIFT TABLE
DGT690033	3025904	11/1/1998 NON SLIP FLOOR COATING-EXPANDER&PASTE MACH. AREAS
DGT690034	3025905	11/1/1998 TRANSFORMER
DGT690035	3025906	11/1/1998 LABEL MACHINE
DGT690036	3025907	11/1/1998 ALARMED FEEDER TO FIRE PUMP HOSE
DGT690040	3025908	11/1/1998 AUXILLARY REMOTE FIRE DEPT CONNECTION
DGT690041	3025909	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET1
DGT690042	3025910	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET2
DGT690043	3025911	11/1/1998 AUTOMATIC PLATE STACKER SYS W/CONTROLS F/X-MET3
DGT690044	3025912	1/2/1998 ROBOT
DGT690045	3025913	1/2/1998 ROBOT
DGT690046	3025914	1/2/1998 ROBOT
DGT690047	3025915	1/2/1998 ROBOT
DGT690048	3025916	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690049	3025917	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690050	3025918	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690051	3025919	11/1/1998 ABB-IRB 6400 ROBOT FOR AUTOMATIC PLATE HANDLING
DGT690052	3025920	1/2/1998 AUTOMATED ORIENTATION ROBOT
DGT690053	3025921	1/2/1998 TITAN CENTRAL CHILL
DGT690054	3025922	1/2/1998 AIR DRYER

DGT690055	3025923	1/2/1998 AIR DRYER
DGT690056	3025924	11/1/2001 BRIDGE CRANE
DGT690057	3025925	1/1/1998 NEW BRUNSWICK STORM WATER TREATMENT
DGT690058	3025926	11/1/2001 DUST COLLECTION SYSTEM FOR THE X-MET LINE
DGT690060	3025927	11/1/2001 ELECTRICAL DISTRIBUTION SYSTEM FOR THE X-MET LINE
DGT690065	3025928	11/1/2001 COULTER COUNTER PER DAVE MCCORD - MEASURES OXIDE P
DGT690068	3025929	11/1/2001 HEAT SEAL MACHINE #1
DGT690069	3025930	11/1/2001 HEAT SEAL MACHINE #2
DGT690070	3025931	11/1/2001 HEAT SEAL MACHINE #3
DGT690071	3025932	11/1/2001 HEAT SEAL MACHINE #4
DGT690072	3025933	11/1/2001 CONVERT BOILERS TO-ONLY MARK GOODWIN AUTHORIZATION
DGT690073	3025934	11/1/2001 ACID TANK
DGT690074	3025935	11/1/2001 ACID TANK
DGT690075	3025936	11/1/2001 ACID TANK
DGT690076	3025937	11/1/2001 ACID TANK
DGT690077	3025938	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690078	3025939	11/1/2001 NEW AIR WASHER FAN - INSTALLED
DGT690081	3025940	11/1/2001 BLOWER UNIT FOR AIR WASHER
DGT690082	3025941	1/1/2002 BLOWER UNIT FOR AIR WASHER
DGT690111	3025942	11/1/2001 FEED WATER PUMP #1 IN POWER PLANT
DGT690112	3025943	11/1/2001 FEED WATER PUMP #2 IN POWER PLANT
DGT690113	3025944	11/1/2001 BUSS DUCT UPGRADE
DGT690115	3025945	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690116	3025946	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690117	3025947	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690118	3025948	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690119	3025949	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690120	3025950	11/1/2001 FORMATION TABLE - PURCHASE & INSTALLATION
DGT690122	3025951	11/1/2001 SHEET METAL SHEAR
DGT690123	3025952	11/1/2001 SONIC WELDER SYSTEM
DGT690124	3025953	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690125	3025954	11/1/2001 HIGH VOLTAGE GREEN GRP TEST MACHINE
DGT690126	3025955	11/1/2001 AERIAL PLATFORM TRUCK - NEW
DGT690129	3025957	1/1/2002 PHASE II REPAIRS TO FORMATION VENTILATION - PROCES
DGT690132	3025958	11/1/2001 BATTERY LAB AIR CONDITIONER, UPGRADE
DGT690134	3025959	1/1/2002 SEPARATE PROPANE SYSTEMS FOR PROD PROC, PLANT BOIL
DGT690135	3025960	11/1/2001 WALMART J240H T BATTERY, APPLICATOR AND TUBING
DGT690136	3025961	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690137	3025962	11/1/2001 WALMART J240H T BATTERY, ELECTRICAL CONTROLS
DGT690138	3025963	11/1/2001 WALMART J240H T BATTERY, ENGINEERING DESIGN
DGT690139	3025964	11/1/2001 WALMART J240H T BATTERY, HOIST
DGT690140	3025965	11/1/2001 LEAD STRIP MILL (FROM MUNCIE)
DGT690141	3025966	11/1/2001 WALMART J240 HT BATTERY, MQ 2 MTL
DGT690147	3025967	11/1/2001 LIFT & ROTATE TABLE # 1 FOR BATTERY PLATE SKIDS
DGT690148	3025968	11/1/2001 LIFT & ROTATE TABLE # 2 FOR BATTERY PLATE SKIDS
DGT690149	3025969	11/1/2001 LIFT & ROTATE TABLE # 3 FOR BATTERY PLATE SKIDS
DGT690150	3025970	11/1/2001 LIFT & ROTATE TABLE # 4 FOR BATTERY PLATE SKIDS
DGT690151	3025971	11/1/2001 LIFT & ROTATE TABLE # 5 FOR BATTERY PLATE SKIDS
DGT690152	3025972	11/1/2001 LIFT & ROTATE TABLE # 6 FOR BATTERY PLATE SKIDS
DGT690153	3025973	11/1/2001 LIFT & ROTATE TABLE # 7 FOR BATTERY PLATE SKIDS
DGT690156	3025974	11/1/2001 LIFT & ROTATE TABLE # 8 FOR BATTERY PLATE SKIDS
DGT690157	3025975	11/1/2001 LIFT & ROTATE TABLE # 9 FOR BATTERY PLATE SKIDS
DGT690158	3025976	11/1/2001 LIFT & ROTATE TABLE # 10 FOR BATTERY PLATE SKIDS
DGT690159	3025977	11/1/2001 LIFT & ROTATE TABLE # 11 FOR BATTERY PLATE SKIDS
DGT690160	3025978	11/1/2001 LIFT & ROTATE TABLE # 12 FOR BATTERY PLATE SKIDS
DGT690161	3025979	11/1/2001 LIFT & ROTATE TABLE # 13 FOR BATTERY PLATE SKIDS
DGT690162	3025980	11/1/2001 LIFT & ROTATE TABLE # 14 FOR BATTERY PLATE SKIDS
DGT690163	3025981	11/1/2001 ACID RECLAIM PUMP # 1
DGT690164	3025982	11/1/2001 ACID RECLAIM PUMP # 2
DGT690165	3025983	11/1/2001 WALMART J240HT BATTERY, SCRAP COLLECTION SYSTEM
DGT690166	3025984	11/1/2001 INSTALL EQUIP TRANS FROM TRENTON
DGT690168	3025985	11/1/2001 HOOD FOR OPERATOR QUALITY TESTING EQUIPMENT
DGT690169	3025986	11/1/2001 ACID ABSORPTION TESTER
DGT690176	3025987	11/1/2001 HEAT EXCHANGER FOR WASH TUNNEL - NB
DGT690177	3025988	1/1/2002 PERSONNEL VACUUM SYS. ON CLEAN AREA DOORWAY (1 OF
DGT690178	3025989	11/1/2001 INSTALL HIGH SPEED ROLLUP DOOR TO SHIPPING DEPT
DGT690181	3025990	11/1/2001 REPLACE CHARGE TABLE BLOWER

DGT690194	3025991	11/1/2001 BOILER CONTROLLER (1 OF 3)
DGT690195	3025992	11/1/2001 BOILER CONTROLLER (2 OF 3)
DGT690196	3025993	11/1/2001 BOILER CONTROLLER (3 OF 3)
DGT690218	3025994	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (2 OF
DGT690219	3025995	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (3 OF
DGT690220	3025996	1/1/2002 PERSONNEL VACUUM SYS. IN CLEAN AREA DOORWAY (4 OF
DGT720001	3025997	4/28/1999 ACID FILL MACHINE
DGT720002	3025998	4/28/1999 MOD. TO VR
DGT720007	3025999	4/28/1999 50 AMP RECTIFIER
DGT720010	3026000	4/28/1999 UPDATE STACKER SYSTEM
DGT72383	3026001	11/1/2001 REBUILD 700 MOLDING MACHINE
DGT72395	3026002	1/1/2002 CAST ON STRAP CONTROLS
DGT72396	3026003	1/1/2002 PROPANE BACK UP SYSTEM FOR BOILERS
DGT72413	3026004	1/1/2002 AUTO PLATE STIELER SYSTEM CONTROLS #4
DGT74405	3026005	11/1/2001 ACID FILL/PREWASH MACHINE CELL #1
DGT74406	3026006	11/1/2001 ACID MIX SYSTEM CELL #1
DGT74407	3026007	11/1/2001 WASHER/DRYER FOR FINISHED BATTERIES CELL #1
DGT74408	3026008	11/1/2001 BITROBE HIRATE CELL #1
DGT095387D	3026009	11/1/2001 CAPITALIZABLE MAINTENANCE - RECONDITION I.R. AIR C
DGT018263N	3026024	1/1/1979 CASE GATHERING CONVEYOR
DGT018358N	3026079	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018359N	3026080	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018360N	3026081	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018361N	3026082	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT018362N	3026083	10/1/1986 HOT RUNNER CONTROLLER SYSTEM
DGT081436D	3026331	11/1/1974 STRAP CAST MACHINE
DGT081437D	3026332	11/1/1974 STRAP CAST MACHINE
DGT081438D	3026333	11/1/1974 STRAP CAST MACHINE
DGT091798D	3026399	12/1/1977 CAST ON STRAP MACHINE
DGT101707D	3026558	7/1/1985 STRETCH WRAP MACHINE
DGT101750D	3026598	1/1/1988 OSI OVEN-ENERGY RECOVERY SYSTEM
DGT081611D	3027025	4/1/1977 VACUUM SYSTEM FOR INCAPTULATORS
DGT081622D	3027033	7/1/1977 PLATE ENCAPSULATOR
DGT081623D	3027035	7/1/1977 PLATE ENCAPSULATOR
DGT081648D	3027064	8/1/1977 SPECTROGRAPH
DGT081649D	3027066	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081650D	3027067	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081651D	3027068	8/1/1977 HEAT SEAL MACHINE FINAL
DGT081693D	3027101	10/1/1977 TEMPERATURE CONTROL FOR TERMINAL
DGT081705D	3027112	11/1/1977 FINAL COVER LEAK TEST
DGT081743D	3027130	9/1/1978 BUTT WELDER
DGT095750D	3027192	12/1/1976 X MAT EXPANDING PRESS
DGT095758D	3027208	12/1/1976 PASTE MIXER
DGT096940D	3027221	5/1/1972 WATER CHILLER
DGT100166D	3027229	4/1/1977 TIG BURN MACHINE
DGT100357D	3027246	7/1/1977 EDGE TRIM & CHOPPER UNIT
DGT100485D	3027251	9/1/1977 ENCAPSULATOR
DGT100486D	3027252	9/1/1977 ENCAPSULATOR
DGT103764D	3027269	9/1/1978 GROUP ALIGN CONVEYOR MACHINE
DGT103775D	3027277	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103776D	3027279	12/1/1978 ENCAPSULATION & COLLATION MACHINE
DGT103780D	3027283	1/1/1979 COVER HEAT SEAL
DGT103780D01	3027284	3/1/1979 TRAILING CHARGE TO TAG #103780D
DGT103794D	3027288	4/1/1979 GREEN GROUP SHORT TEST CONVEYOR #1
DGT103815D	3027299	7/1/1979 STRAP CAST STATION
DGT103833D	3027307	10/1/1979 WATER CHILLER-15 TON
DGT103848D	3027313	12/1/1979 DC DC MODULE
DGT103849D	3027314	12/1/1979 DC DC MODULE
DGT103850D	3027315	12/1/1979 DC DC MODULE
DGT103851D	3027316	12/1/1979 DC DC MODULE
DGT103852D	3027317	12/1/1979 DC DC MODULE
DGT103853D	3027318	12/1/1979 DC DC MODULE
DGT103854D	3027319	12/1/1979 DC DC MODULE
DGT103856D	3027321	12/1/1979 DC DC MODULE
DGT103857D	3027322	12/1/1979 DC DC MODULE
DGT103907D	3027345	11/1/1982 WATER CHILLER
DGT103933D	3027353	9/1/1983 HEAT TREAT FURNACE

DGT104743D	3027392	6/1/1980 BRANSON WELD UNIT
DGT107507D	3027402	1/1/1986 DUST COLLECTOR
DGT107566D	3027438	3/1/1990 EKG MACHINE
DGT107586D	3027452	1/1/1991 GMF ROBOT FOR C.O.S. LINE
DGT107588D	3027454	6/1/1991 JWI LEAD FILTER PRESS
DGT107609D	3027463	1/1/1992 LEBLOND MAKINO LATHE
DGT107619D	3027469	2/1/1992 DIGITAL READOUT FOR LEBLOND LATHE
DGT107621D	3027470	4/1/1992 TEMP CONTROLLER FOR MOLD MACH
DGT107636D	3027479	4/1/1994 SATELLITE SPIROMETER
DGT107647D	3027487	1/1/1994 CHILLER SYSTEM FOR #2 LEAD STRIP
DGT107678D	3027499	7/1/1995 SPRAYMATION HOT MELT EQUIPMENT
DGT107698	3027515	6/30/1997 DIELECTRIC TEST CONTROL
DGT107700	3027517	7/31/1997 AUTO OFF
DGT107723B	3027544	6/1/1999 FORMATION TABLE SYSTEM
DGT107731	3027549	11/1/2001 LIFT TABLE FOR PLATES
DGT107732	3027550	11/1/2001 LIFT TABLE FOR PLATES
DGT107733	3027551	11/1/2001 LIFT TABLE FOR PLATES
DGT107734	3027552	11/1/2001 LIFT TABLE FOR PLATES
DGT107735	3027553	11/1/2001 LIFT TABLE FOR PLATES
DGT107736	3027554	11/1/2001 LIFT TABLE FOR PLATES
DGT107744	3027559	4/1/2000 TOP TERMINAL TIG WELDER
DGT600015	3027596	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600016	3027597	11/1/2001 44 X 55 4000LB CAPACITY SCISSOR LIFT
DGT600017	3027598	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600018	3027599	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600019	3027600	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600020	3027601	11/1/2001 44 X 52 4000LB CAPACITY SCISSOR LIFT
DGT600043	3027617	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE, AND HOIST
DGT600044	3027618	11/1/2001 SEPERATOR ROLL LIFT, JIB CRANE AND HOIST
DGT600045	3027619	11/1/2001 PROTOTYPE WATER BATH FORMATION SYSTEM
DGT600049	3027622	11/1/2001 FORMATION CHARGING TABLE #3
DGT600056	3027625	11/1/2001 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT600106	3027656	11/1/2001 WALMART J240HT BATT, SCRAP COLLECTION SYSTEM
DGT690101	3051124	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690099	3051125	9/11/2002 DELPHI MACHINE TO TEST BATTERY CELLS FOR SHORTS
DGT690097	3051126	9/11/2002 DELPHI WATER COOLING STATION
DGT690095	3051127	9/11/2002 DELPHI STRETCH/PERFORATE MACHINE
DGT690094	3051128	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690093	3051129	9/11/2002 DELPHI TOP TERMINAL COVER SPIN MACHINE
DGT690092	3051130	9/11/2002 DELPHI GROUP LOADING MACHINE STATION
DGT690102	3051131	9/11/2002 SEPARATOR LIFTING JIB CRANE AND HOIST
DGT690187	3051132	9/11/2002 (#6) COS HOIST & FRAME PLUS INSTALLATION
DGT690186	3051133	9/11/2002 (#5) COS HOIST & FRAME PLUS INSTALLATION
DGT690185	3051134	9/11/2002 (#4) COS HOIST & FRAME PLUS INSTALLATION
DGT690184	3051135	9/11/2002 (#3) COS HOIST & FRAME PLUS INSTALLATION
DGT690183	3051136	9/11/2002 (2) COS HOIST & FRAME PLUS INSTALLATION
DGT690182	3051137	9/11/2002 (#1) COS HOIST & FRAME PLUS INSTALLATION
DGT690103	3051138	9/11/2002 FILTRATION SYSTEM FOR CHILLED WATER SUPPLY
DGT690212	3051139	9/11/2002 WELDER #8
DGT690211	3051140	9/11/2002 WELDER #7
DGT690210	3051141	9/11/2002 WELDER #6
DGT690209	3051142	9/11/2002 WELDER #5
DGT690208	3051143	9/11/2002 WELDER #4
DGT690207	3051144	9/11/2002 WELDER #3
DGT690206	3051145	9/11/2002 WELDER #2
DGT690213	3051146	9/11/2002 WELDER #9
DGT690083	3051147	9/11/2002 BIG JOE LIFT TRUCK (REV. 1)
DGT105901	3051148	9/11/2002 REPLACE HEAT SEALER
DGT105900	3051149	9/11/2002 FIRE PTOTECTION FOR GREEN GROU/ VACUUM EXHAUSTER
DGT105896	3051150	9/11/2002 REPLACE HEAT SEALERS
DGT690216	3051151	9/11/2002 WELDER #12
DGT690215	3051152	9/11/2002 WELDER #11
DGT690214	3051153	9/11/2002 WELDER #10
DGT690188	3051154	9/11/2002 DELPHI MACHINE TO ALIGN TOP TERMINAL POSTS
DGT105910	3051170	9/11/2002 RE ROUTE STORM OUTFALL
72414	3051171	9/11/2002 VACUUM EXHAUSTER
72393	3051172	9/11/2002 REBUILD TWO CHANGE TABLE

DGT690202	3051173	9/11/2002 WATER CONSERVATION SYSTEM FOR BATTERY WASHER
DGT690191	3051174	9/11/2002 MISC CONVEYORS FOR LAYOUT CHANGES TO GRN GRP LEAN
DGT690190	3051175	9/11/2002 VENTILATION COLLECTOR FAN FOR GREEN GROUP LEAN CEL
	3051176	9/11/2002 FIRE PROTECTION UPGRADE
72370		
DGT690109	3051182	9/11/2002 ROBOT TO LOAD BATTERY GROUPS INTO CAST-ON-STRAP MA
DGT690205	3051183	9/11/2002 WELDER #1
DGT690130	3051209	9/11/2002 LINE INSTALL COSTS FOR MQ 1 VALIDATION
DGT690121	3051210	9/11/2002 DELPHI LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690108	3051211	9/11/2002 INTER. COVER AIR CHECK MACHINE
DGT690107	3051212	9/11/2002 GROUP HOTMELT MACHINE
DGT690106	3051213	9/11/2002 TOP TERMINAL HOTMELT MACHINE
DGT690104	3051214	9/11/2002 DELPHI CAST-ON-STRAP MACHINE REBUILD OF DGS0099445
DGT690096	3051215	9/11/2002 DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690131	3051216	9/11/2002 PRODUCTIVE MTL FOR MQ 1 VALIDATION
DGT690203	3051217	9/11/2002 XMET PASTE MIXER #1 UPGRADE (REPLACES DGT100297D)
DGT690174	3051218	9/11/2002 #2 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690173	3051219	9/11/2002 #1 DR2-NB ENCAPSULATION/COLLATION MACHINE
DGT690144	3051220	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-TANK & COOLI
DGT690143	3051221	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST-CONSTR & INS
DGT690142	3051222	9/11/2002 UPGRADE BATTERY ACID RETENTION & DIST & ACID HOUSE
DGT690133	3051223	9/11/2002 NFPA VENTING ON PROPANE REGULATORS
DGT690087	3051228	9/11/2002 DELPHI LEAN TOP TERMINAL TIG WELDER
DGT690086	3051229	9/11/2002 DELPHI LEAN SIDE TERMINAL TIG WELDER
DGT056948	3051230	9/11/2002 OXIDE GRINDER CONTROL PANEL REBUILT
DGT72373	3051408	9/25/2002 replace sulfuric acid tank
DGT72387	3051409	9/25/2002 new brunswick security upgrade
DGT600175	3115835	2/10/2003 #5 DR3 ENCAPSULATION COLLATION MACHINE
DGT600174	3115836	2/10/2003 #4 DR3 ENCAPSULATION COLLATION MACHINE
DGT600173	3115837	2/10/2003 #3 DR3 ENCAPSULATION COLLATION MACHINE
DGT600172	3115838	2/10/2003 #2 DR3 ENCAPSULATION COLLATION MACHINE
DGT600171	3115839	2/10/2003 #1 DR3 ENCAPSULATION COLLATION MACHINE
DGT600176	3115841	2/10/2003 #6 DR3 ENCAPSULATION COLLATION MACHINE
DGT600178	3115842	2/10/2003 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600170	3115843	2/10/2003 ABB ROBOTS (4 OF 4)
DGT600169	3115844	2/10/2003 ABB ROBOTS (3 OF 4)
DGT600168	3115845	2/10/2003 ABB ROBOTS (2 OF 4)
DGT600167	3115846	2/10/2003 ABB ROBOTS (1 OF 4)
DGT600177	3115848	2/10/2003 CONVEYORS FOR DR3
DGT600126	3115866	2/11/2003 #2 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600125	3115867	2/11/2003 #1 DR2-AN ENCAPSULATION/COLLATION MACHINE
DGT600060	3115887	2/12/2003 INTERMEDIATE COVER. ASSY. MACHINE FOR MARINE
DGT600203	3115900	2/12/2003 FORMATION TABLE #2
DGT600193	3115907	2/12/2003 OPERATOR ASSIST FOR DR-3 (1 OF 2)GREEN GROUP LEAN
DGT600194	3115908	2/12/2003 OPERATOR ASSIST FOR DR-3 (2 OF 2)GREEN GROUP LEAN
DGT600075	3115918	2/12/2003 HI VOLTAGE GREEN GROUP SHORT CHECK- MISC GREEN GRP
DGT600229	3117571	5/22/2003 LIFT ASSIST FOR DR-3
DGT600230	3117572	5/22/2003 LIFT ASSIST FOR DR-3
DGT600231	3117573	5/22/2003 LIFT ASSIST FOR DR-3
DGT600204	3117578	5/22/2003 CONVEYOR SYSTEM FOR MISC LINE DR-3
DGT600213	3117580	5/22/2003 CONVEYER FOR DR-3 #3&4 ON MISC. LINE
DGT690276	3151172	9/23/2003 BUSS DUCT FOR 1203
DGT690180	3151173	9/23/2003 BACKFLOW PREVENTORS ON WATER MAINS
DGT690267	3151174	9/23/2003 NEW PROCESS BOILER FOR PLATE STEAM HOODS
DGT690262	3151175	9/23/2003 INSTALL NATURAL GAS LINE IN PLANT
DGT690260	3151183	9/23/2003 GRAPHITE HEAT EXCHANGER FOR ACID HOUSE
DGT690263	3151189	9/23/2003 LIFT PUMP #1
DGT690259	3151190	9/23/2003 CHARGE TABLE 25
DGT690258	3151191	9/23/2003 CHARGE TABLE 24
DGT690236	3151192	9/23/2003 NEW CHARGE TABLE
DGT690235	3151193	9/23/2003 NEW CHARGE TABLE
DGT690224	3151194	9/23/2003 INSTALLATION OF MAJOR MECHANICAL, VENTILATION, ELECT
DGT690222	3151195	9/23/2003 DESIGN OF NEW CHARGE TABLE VENTILATION
DGT690265	3151196	9/23/2003 LIFT PUMP #2
DGT695033	3152528	10/17/2003 PASTE MIXER BOWL
DGT690230	3153273	11/22/2003 LUG FORM PILOTED DIE (XMET LINE 3)
DGT690229	3153274	11/22/2003 LUG FORM CUT-OFF MACHINE (XMET LINE 2)
DGT690204	3153275	11/22/2003 BAR CODE ERROR PROOFING PROJECT

DGT690193	3153276	11/22/2003 STATION TO REMOVE FORMATION CHARGE SPOOLS
DGT690283	3153277	11/22/2003 HEAT SEAL MACHINE
DGT690234	3153278	11/22/2003 REFURBISH SIDE TERMINAL PLACEMENT MACHINE
DGT690233	3153279	11/22/2003 REFURBISH TOP TERMINAL PLACEMENT MACHINE
DGT690231	3153280	11/22/2003 NEW SCRAP CONVEYOR (XMET LINE 4)
DGT690228	3153281	11/22/2003 PASTE BOX & RAILS (XMET LINE 1)
DGT690232	3153282	11/22/2003 NEW STRIP WIDTH GAGE (XMET LINE 5)
DGT695034	3153284	11/22/2003 OIL PURIFICATION SYSTEM
DGT690281	3153285	11/22/2003 BUFFER CONVEYOR FOR MISC LINE
DGT690257	3153286	11/22/2003 CONTROLS SYS FOR CUTTING ON THE GRID FUNCTIONS
DGT690256	3153287	11/22/2003 VISION SYS FOR NO SPIN CONDITION AND SPOT FACE QUA
DGT690255	3153288	11/22/2003 SPARE EQUIPMENT TO CUT ON GRID JUNCTIONS (XMET)
DGT690254	3153289	11/22/2003 SCRAP SYSTEM FOR PHASE 1 TO CUT ON GRID JUNCTIONS
DGT690253	3153290	11/22/2003 NEW ACID FILL FOR MAIN LINE (WATERFALL)
DGT690226	3153291	11/22/2003 NEW WASHER AND DRYER FOR MAIN LINE
DGT690155	3153301	11/22/2003 POWER TRANSFORMER # 4 FOR LIFT AND ROTATE TABLES
DGT690154	3153302	11/22/2003 POWER TRANSFORMER # 3 FOR LIFT AND ROTATE TABLES
DGT690146	3153303	11/22/2003 POWER TRANSFORMER # 2 FOR LIFT AND ROTATE TABLES
DGT690145	3153304	11/22/2003 POWER TRANSFORMER # 1 FOR LIFT AND ROTATE TABLES
DGT690067	3153306	11/22/2003 OXIDE EQUIPMENT UPG (REACTOR CONTROLS)
DGT105892A	3153307	11/22/2003 HOT MELT EQUIPMENT (REBUILD)
DGT095660E	3153308	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT095659E	3153309	11/22/2003 REFURBISH #2 HEAT SEAL MACHINE
DGT600124	3153354	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600123	3153355	11/25/2003 CONTROLLER FOR TIG WELDER
DGT600046	3153358	11/25/2003 GROUP CONVEYOR SYSTEM
DGT012095O	3190741	1/31/2004 CAPITALIZE REBUILT COST (SUBMERSIBLE HEATERS LINDB
DGT690227	3190742	1/31/2004 SLURRY ROOM EQUIPMENT TO RECLAIM PASTE
DGT690278	3190743	1/31/2004 HOT MELT MACHINE OVERHAUL
DGT690192	3190744	1/1/2004 AUTOMATED ASSEMBLY CELL FOR CASES & TERMINAL ASSY'
DGT690250	3190745	1/31/2004 AIR LEAK TEST MACHINE
DGT690273	3190750	1/31/2004 OXIDE DELIVERY SYSTEM
DGT690277	3190751	1/31/2004 INSULATOR DETECTION SYSTEM - MAINLINE
DGT690279	3190752	1/31/2004 INSULATOR DETECTION SYSTEM - MISC LINE
DGT600222	3190754	2/24/2004 #9 DR-3 ENCAPSULATION COLOLATION MACHINE
DGT690264	3190755	1/31/2004 AUTOMATIC INSULATOR INSERTER FOR SATURN BATTERY
DGT690266	3190756	1/31/2004 MACHINE TO INSTALL INSULATOR UNDER SIDE TERMINAL S
DGT690269	3190757	1/1/2004 HIGH RATE MACHINE BASE
DGT690270	3190758	1/31/2004 BITRODE VRL HIGH RATE
DGT690271	3190759	1/31/2004 BITRODE VRL HIGH RATE LOAD
DGT600217	3190800	2/24/2004 LOAD STATION & MAGAZINE FOR ROBOT LOAD
DGT600239	3190808	2/24/2004 CONVEYOR FOR DR-3
DGT600223	3191600	3/30/2004 #10 DR-3 ENCAPSULATION COLLATION MACHINE
DGT600237	3191601	3/30/2004 BATTERY CHARGE TABLE #4
DGT600236	3191602	3/30/2004 BATTERY CHARGE TABLE #3
DGT600235	3191610	3/30/2004 BATTERY CHARGE TABLE #2
DGT600234	3191618	3/30/2004 BATTERY CHARGE TABLE #1
DGT690258A	3192185	4/30/2004 CHARGE TABLE 24
DGT690259A	3192186	4/30/2004 CHARGE TABLE 25
DGT004779N05	3193545	1/1/2004 GENERAL SPENDING FOR MISC. PURCHASES - DESIGN, OUT
DGT012175N04	3193546	6/29/2004 UPGRADE FIRE LOOP AT PLANT
DGT690272	3193547	1/1/2004 HEATING SYSTEM FOR PLANT FOR 350000 CFM
DGT000254	3195184	9/16/2004 RECTIFIER CABINET
DGT000255	3195185	9/16/2004 RECTIFIER CABINET
DGT000256	3195186	9/16/2004 RECTIFIER CABINET
DGT000257	3195187	9/16/2004 RECTIFIER CABINET
DGT098361D03	3215010	11/30/2004 ADDL CHG(700 T MOLDING MACH)
DGT690104A	3215013	11/30/2004 007797 - DELPHI CAST-ON-STRAP M
DGT690295	3215132	12/1/2004 LASER DATE CODE
DGT690296	3215133	12/1/2004 TOP TERMINAL VISION SYSTEM 66 CELL
DGT690288	3220272	2/17/2005 48 HOUR STAND PROCESS LIFT TABLE EQUIPMENT
DGT690289	3220273	2/17/2005 48 HOUR STAND PROCESS SPOTFACE MACHINE
DGT690290	3220274	2/17/2005 48 HOUR STAND PROCESS TOPTIER MACHINE
DGT690297	3220275	2/17/2005 AFTERMARKET LINE AHERN-SOPER LABEL ERROR PROOF
DGT690298	3220276	2/17/2005 MAIN LINE AHERN-SOPER LABEL ERROR PROOF
DGT116709	3220311	1/1/2005 VRL #2
DGT116710	3220312	1/1/2005 LASER DATE CODE #2

DGT690096A	3220861	3/14/2005 UPGRADE DELPHI SINGLE HEAD EF WELDER MACHINE
DGT690108A	3220863	3/2/2005 INTERMEDIATE COVER AIR CHECK MACHINE
DGT690121A	3220864	3/2/2005 LEAN COVER TO CASE HEAT SEAL MACHINE
DGT690301	3220865	3/2/2005 DR3 PLATE LIFTS
DGT690287	3220869	2/17/2005 48 HR STAND PROCESS STORAGE EQUIP
DGT690307	3222009	1/1/2005 INSTALL DATRONICS INKJET SYSTEM
DGT690043A	3222460	5/9/2005 PLATE STACKER EQUIPMENT UPGRADE
DGT690188A	3222463	5/9/2005 TOP POST ALIGNMENT EQUIPMENT UPGRADE
DGT690173A	3222466	5/9/2005 #1 DR2 ENCAPSULATOR/COALATOR
DGT690299	3223037	6/14/2005 New Xmet Underground Scrap Conveyor
DGT690285	3223038	6/14/2005 SODIUM SULFATE DISPENSING SYSTEM EQUIPMENT
DGW690314	3223256	7/19/2005 MAIN LINE INCLINED CONVEYOR
DGT690293	3223278	7/20/2005 AUTO INSULATOR INSERTION MACH - MAIN LINE
DGT690294	3223279	7/20/2005 AUTO INSULATOR INSERTION MACH-MISC LINE
DGT012161N01	3223280	7/20/2005 INSTALL BAFFLES IN FORMATION TABLES
DGT690310	3223281	7/20/2005 WIRE BRUSH STATION-HONDA/TOYOTA LINE
DGT690317	3223282	7/20/2005 VRL REJECT PRINTER FOR HONDA/TOYOTA LINE
DGT690309	3223283	7/20/2005 VCI APPLICATOR FOR HONDA/TOYOTA LINE
DGT105868D	3223831	1/30/1995 ICE MAKER
DGT690302	3223862	8/24/2005 ROBOTIC LOAD EQUIP FOR COS MACHINE
DGT690311	3223863	8/24/2005 CONTROLS FOR COS - DR3 PROJECT
DGT690286	3223958	8/26/2005 OXIDE REACTOR #5
DGT690324	3223959	8/26/2005 OXIDE REACTOR #6
DGT690292	3224765	9/29/2005 007651 - FORMATION TEMPERATURE MONITORING SYSTEM
DGT690305	3224771	9/29/2005 ROBOT GUARDING SYSTEM #1
DGT690325	3224775	9/29/2005 ROBOT GUARDING SYSTEM #2
DGT690326	3224776	9/29/2005 ROBOT GUARDING SYSTEM #3
DGT690327	3224777	9/29/2005 ROBOT GUARDING SYSTEM #4
DGT690328	3224778	9/29/2005 ROBOT GUARDING SYSTEM#5
DGT690329	3224779	9/29/2005 ROBOT GUARDING SYSTEM#6
DGT690318	3225240	10/17/2005 PACKOUT LEVELATOR FOR HONDA/TOYOTA LINE
DGT690323	3225241	10/17/2005 HONDA/TOYOTA FINISHING LINE MATL
DGT690303	3225242	10/17/2005 INSTALL FINAL COVER PLACER SYSTEM
DGT690315	3226228	11/29/2005 MISC LINE TUNNEL STRUCTURE
DGT690312	3226231	11/29/2005 CONTROLS FOR DR3 CONVEYORS
DGT690316	3226243	11/29/2005 MISC LINE DR3 CONVEYOR
DGT690304	3226254	11/29/2005 GROUP CONVEYOR SYSTEM DR3'S TO ROBOTS - MAIN LINE
DGT690330	3226402	11/29/2005 OSHAWA VRL SCRAP SAW
DGT690331	3226403	11/29/2005 OSHAWA BITRODE UNIT
DGT690332	3226404	11/29/2005 OSHAWA HONDA BANDER SYSTEM-SURPLUS
DGT690308	3226436	12/19/2005 DR#3 CAMCO UNIT 1 OF 3
DGT690334	3226437	12/19/2005 DR#3 CAMCO UNIT 2 OF 3
DGT690335	3226438	12/19/2005 DR#3 CAMCO UNIT 3 OF 3
DGT690333	3227473	1/1/2006 OSHAWA INSPECTION VISION SYSTEM
DGT690322	3227475	1/1/2006 A BRADLEY CONTROLS FOR XMET LINE #4-MTL
DGT105866D	5000713	10/1/1994 GM TKS INFORMATION CENTER
DGT105866D01	5000714	1/1/1995 TRAILING CHARGES TO TAG #105866D

See Exhibit 1.21 for Real Property address

**EXHIBIT 1.1(vi)
EXCLUDED RAW MATERIALS**

Excluded raw materials inventory includes the following parts numbers:

Raw Materials	Part Number
PURE LEAD (red +)	9599001
ALUMINUM (white +)	9692001
CALCIUM	9680001
3% ANT LEAD	9595001
100 % TIN	9681001
Polypropylene	9528001
HOT MELT-1213	9521001
DR4 EXPANDER	9672025
DR25 EXPANDER	19060890
POS GMX T/T BUSHING	19062042
NEG GMX T/T BUSHING	19062043
POS T/T BUSHING	10457694
NEG T/T BUSHING	10457695
HI-TEMP SIDE TERM	19057272
LEAD RING	19057273
CHROMA COLOR	9515001
RUBBER O-RING SEAL	19057274
4.6 CRYSTEX PAPER	9661046
3.5 CRYSTEX PAPER	9661035
4.1 CRYSTEX PAPER	9661041
3.75 CRYSTEX PAPER	19060891
LEXAN STRIP	9574002
660 SEPARATOR	10457660
658 SEPARATOR	10457658
196 SEPARATOR	19065196
889 SEPARATOR	19060889
DYNEL FIBER	9502001
SODIUM	9448001
TERMINAL SHEILDS	10496263
WAFER INSULATOR	10454924
INSULATOR ROLL	19065509
FLAME ARRESTORS	1892323
10" Interm Cover -	10472239
9" Interm Cvr	10472230
9" Interm Cvr	10472231
9" Interm Cvr	10472233
9" Interm Cvr	10472235

9" Interm Cvr	10472236
9" Interm Cvr	10472229
10" Interm Cover -	10472241
10" Interm Cover -	10472240
10" Interm Cover -	10472243
10" Interm Cover -	10472245
10" Interm Cover -	10472238

EXHIBIT 1.11

Raw Materials (direct materials) included in the Acquired Assets

Raw Materials	Part Number	STP Qty	UM	Unit	Minimum Inventory
ACID	9402001	45,000	LB	1 Tank	860,000
HYDROMETERS 1124	10491124	1,400	Pcs	Box	5
HYDROMETERS 5478	10495478	1,400	Pcs	Box	5
HYDROMETERS 2595	10492595	1,400	Pcs	Box	5
HYDROMETERS 8954	10498954	1,400	Pcs	Box	5
HYDROMETERS 8957	10498957	1,400	Pcs	Box	5
HYDROMETERS 7495	19057495	1,400	Pcs	Box	5
SLIPSHEETS-	39"x45"	300	Pcs	1 Pallet	8
SLIPSHEETS-	42"x48"	300	Pcs	1 Pallet	5
HONEYCOMB-	37"x44"x1.5	29	Pcs	1 Pallet	16
HONEYCOMB-	42"x44"x1	45	Pcs	1 Pallet	6
13" SHRINKWRAP	10457753	1,368	LB	1 Pallet	3
12" SHRINKWRAP	10453144	1,404	LB	1 Pallet	3
11" SHRINKWRAP	10457752	1,053	LB	1 Pallet	1
10" HANDLE	10457298	5,640	Pcs	1 Pallet	3
9" HANDLE	10457289	5,640	Pcs	1 Pallet	3
8" HANDLE	10457297	5,640	Pcs	1 Pallet	1
NEG SIDE TERMINAL CAP	10467094	4,280	Pcs	Crate	10
POS SIDE TERMINAL CAP	10489952	4,280	Pcs	Crate	10
TOP TERMINAL CAP	10471203	2,000	Pcs	Crate	12
TOP TERMINAL CAP	10471204	2,000	Pcs	Crate	12
TERMINAL ADAPTORS	10469296	1,080	Pcs	Box	3
HOT MELT-1246	9462001	31	LB	Box	2
083 FOAM BLOCK	275083	2,310	Pcs	1 Pallet	2
313 CARTON	10468313	1,000	Pcs	1 Pallet	1
325 CARTON	10468325	1,200	Pcs	1 Pallet	1
327 CARTON	10468327	1,000	Pcs	1 Pallet	1
073 CARTON	10474073	1,000	Pcs	1 Pallet	1
072 CARTON	10474072	1,000	Pcs	1 Pallet	1
561 CARTON	10489561	1,000	Pcs	1 Pallet	1
AC DELCO PLACARD	10457751	4,000	Pcs	Box	8
BU DELPHI PLACARD	10450883	4,000	Pcs	Box	2
GMX Interm Cvr	19063666	1320	Pcs	Pallet	6
GMX Final Cvr	19063668	4224	Pcs	Pallet	2

EXHIBIT 1.13

IUE CONSENT

**IUE-CWA - DELPHI
MEMORANDUM OF AGREEMENT
REGARDING THE SALE OF
DELPHI NEW BRUNSWICK OPERATIONS AND
SPECIAL ATTRITION PROGRAM**

MEMORANDUM OF AGREEMENT entered into this 25th day of May, 2006 between Delphi Corporation ("Delphi") and the International Union, IUE-CWA and IUE-CWA Local 416 (collectively the "IUE-CWA" or the "Union").

WHEREAS, effective August 1, 2006, Delphi seeks to sell its New Brunswick, New Jersey Operations to Johnson Controls, Inc. ("JCI") as an ongoing business consistent with the terms of this Memorandum of Agreement; and

WHEREAS, pursuant to the "Sale of Business" letter attached to the 2003 IUE-CWA-Delphi National Agreement as Document 7, JCI is required to assume the applicable terms of the 2003 IUE-CWA-Delphi National Agreement and to otherwise assume the Local Agreements with respect to New Brunswick; and

WHEREAS, it is the intent of the parties and the purpose of this Memorandum to establish a Special Attrition Program for all but 100 employees of the New Brunswick bargaining unit identified in accordance with seniority and plant staffing requirements and to transfer to JCI approximately 100 of the current Delphi bargaining unit members at the established New Brunswick Tier III rate and JCI benefit level. Therefore, the parties agree as follows:

1. The IUE-CWA agrees that:

A. Document 83 of the 2003 IUE-CWA-Delphi National Agreement is waived as to the sale of the New Brunswick Operations to JCI pursuant to the "New Brunswick Put and Call Agreement" between Delphi and JCI dated June 30, 2005;

B. JCI is not required to assume any contractual neutrality obligations collectively bargained by Delphi and the IUE-CWA; and

C. The International Union, IUE-CWA and Local 416 will continue to discuss Local Agreement modifications aimed at obtaining agreement on wage, benefits and work practices comparable to JCI's existing IUE-CWA bargaining agreements at JCI's St. Joseph, Missouri and Geneva, Illinois sites.

2. Delphi and the IUE-CWA agree on the following Special Attrition Program for all New Brunswick employees on active or on leave status with more than one year of seniority as of 8/1/06 and those employees in protected status assigned to the New Brunswick Operations who, except as to option 2.E. below, are participants in the Delphi Hourly-Rate Employees Pension Plan ("Delphi HRP"). Such employee may select one of the options set forth in clauses A through E below, as applicable to such employee:

A. If eligible to retire as of 8/1/06, retire as follows:

(i) \$35,000, less applicable withholdings, for normal or early voluntary retirement (85 points 30 and out, 60 years old with 10 years or more years of credited service) retroactive to October 1, 2005; or

(ii) 50 & 10 Mutually Satisfactory Retirement (MSR).

B. Any employee with at least 27 and less than 30 years of credited service regardless of age will be eligible for special voluntary placement in a pre-retirement program under the following terms:

(i) Employees electing this pre-retirement program must be eligible no later than August 1, 2006.

(ii) Employees will retire without additional incentives when they first accrue 30 years of credited service under the provisions of the Delphi HRP.

(iii) The gross monthly wages while in the program will be:

(a) 29 years credited service \$2,900

(b) 28 years credited service \$2,850

(c) 27 years credited service \$2,800

Wages, without COLA and vacation entitlement, will be paid weekly on an hourly basis (2,080 hours per year) and will remain at that rate until 30 years of credited service is accrued.

(iv) Within ten (10) business days after the first date on which any employees are eligible to receive wage payments in accordance with Paragraph 2.B(iii) above, Delphi will establish a segregated payment account (the "Account") in an amount sufficient to fund the wage payments (the "Ceiling Amount"). The funds in the Account will be available to reimburse Delphi for the payment of weekly wage payments (which will be paid through Delphi's normal payroll process) under Paragraph 2.B(iii) above or for direct wage payments to employees entitled to receive such payments, as described in this Paragraph.

(a) Delphi shall not draw funds from the Account for purposes of this Paragraph until a date (the "Permitted Draw Down Date"), which shall be the later of the Final Election Date or the Adequate Funding Date (see definitions below). Prior to the Permitted Draw Down Date, payments to satisfy the obligations to employee participants pursuant to this Paragraph will be drawn from Delphi's available cash.

(b) If, on the Permitted Draw Down Date, the Anticipated Liability is less than the Ceiling Amount, Delphi shall be permitted to draw such funds out of the Account so that the balance remaining in the Account is equal to the Anticipated Liability.

The Final Election Date shall be the first of the month following the last day on which employees at New Brunswick can make an election to participate in the pre-retirement program described in Paragraph 2.B., or sooner if determined by the IUE-CWA-Delphi National Parties.

The Adequate Funding Date shall be the date on which the Ceiling Amount is greater than or equal to the Anticipated Liability.

The Anticipated Liability shall be an amount, calculated after the Final Election Date, sufficient to pay all of the remaining liabilities under Paragraph 2.B(iii) for all employees who have elected to participate in such program for the full remaining duration of such program. The Anticipated Liability shall be calculated based on the number of eligible employees, the remaining duration of the wage payments, and the applicable pay rates.

(c) The funds in the Account shall be available to satisfy the obligations of this Paragraph and for no other purpose. The Bankruptcy Court order approving this Agreement shall specifically provide that under no circumstances (including but not limited to conversion of Delphi's Chapter 11 cases to Chapter 7 proceedings) shall the assets in the Account be available to satisfy the claims of any party other than the employees. This Agreement is, in its entirety, contingent on entry of an order, which, to the satisfaction of the IUE-CWA and Delphi National Parties provides the protections described in this Paragraph.

C. For current employees who are participants in the Delphi HRP, a buyout of \$140,000 (with ten or more years of seniority) or a buy out of \$70,000 (with less than ten years of seniority), less applicable withholdings, to sever all ties with Delphi, except vested pension benefits. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

D. For current employees who are participants in the Delphi HRP, elect to remain on the active roll for one year and receive one year of health care (at a total cost to Delphi of up to \$15,000 depending on type of enrollee contract), and a weekly payment of \$2,403.84 (assuming \$15,000 enrollee contract), less withholdings, for one year (with ten or more years of seniority) or a weekly payment of \$1,057.69, less withholdings, for one year (with less than ten years of seniority) and sever all ties with Delphi, except vested pension benefits, if any, at the conclusion of the year. Also, the employees electing this option are eligible for up to \$2,100 per year pursuant to the terms of the Individual Upward Educational Plan for an additional two years beginning 8/1/06 and ending 7/31/08.

E. For competitive rate employees, who are not participants in the Delphi HRP, percentage buyout prorated against \$140,000 (with ten or more years of seniority), or against \$70,000 (with less than ten years of seniority but more than one year of seniority) less applicable withholdings, to sever all ties with Delphi. In each case, the buyout is calculated based upon the participant's competitive wage rate as a percentage of the maximum traditional wage rate for the participant's classification.

F. All participants in options A through F will be required to sign a release of all claims, except Workers Compensation claims.

3. New Brunswick employees, except those on a leave of absence, who have not selected, or who are not eligible to participate in one of the options identified above, are eligible for transfer, with seniority, to JCI effective 8/1/2006, at the

established New Brunswick Tier III rate and with JCI Benefit Plans coverages. The offer of employment with JCI will sever all ties to Delphi, except for current vested benefits, if any. Traditional wage rate employees accepting such transfer will receive a \$50,000 buy down (intended to represent an offset to a timed wage and benefit reduction) to the Tier III wage and the existing JCI benefit levels. Such employees transferred to JCI will be required to sign a release of all claims, except Workers Compensation, as a condition for receiving the \$50,000 buy down amount. Employees on a leave of absence, who do not participate in the Special Attrition Program, will be eligible for transfer to JCI upon the conclusion of their leave.

4. It is understood by all parties that JCI will employ approximately one hundred employees at the Tier III wage and JCI benefit levels. In the instance of excess employee participation in the Special Attrition Program, the lowest seniority employees will be retained for transfer to JCI and will not be permitted to participate in this Special Attrition Program, even if previously eligible, thereby providing JCI with a workforce of 100 employees. In the instance of insufficient participation in the Special Attrition Program, the 100 highest remaining seniority employees will transfer to JCI with eligibility for the \$50,000 buy down, if applicable, with the remaining lower seniority employees being separated from Delphi, thereby providing JCI with a workforce of 100 employees. The terms of the Delphi-IUE-CWA Agreements and the ESCOP 2000 Agreement in effect at the time of this Memorandum will apply to all such Tier III employees, unless specifically modified by this Memorandum, and until an Agreement is reached between the IUE -CWA and JCI. JCI is not assuming Delphi's benefit plans and will provide its own retirement benefits to employees who accept employment at New Brunswick, in accordance with the terms of the ESCOP 2000 Agreement.

5. Delphi and the IUE-CWA agree to the following:

A. Delphi will use temporary employees as needed to bridge any difficulties arising from the implementation of the Special Attrition Program;

B. Delphi and the IUE-CWA may agree to use separated employees as contract personnel on a case by case basis as needed to bridge any difficulties arising from the implementation of the Special Attrition Program; and

C. If during the remaining course of Delphi's bankruptcy, materially different Special Attrition Program financial incentives are negotiated between Delphi and the IUE -CWA for the option selected by the employee, it is understood that the employee will not be advantaged or disadvantaged.

6. The parties acknowledge that Delphi's participation in this Agreement is subject to (i) the approval of the U.S. Bankruptcy Court, which approval Delphi will seek at the next scheduled omnibus hearing; and (ii) the Closing of the sale of the New Brunswick Operations to JCI. In the event the Bankruptcy Court does not allow such participation, or the Closing does not occur, Delphi and the IUE-CWA will have no obligations hereunder.

7. A. The parties further agree that this Agreement is without prejudice to any party-in-interest in all other aspects of Delphi's Chapter 11 cases, including by illustration, all collective bargaining matters involving the parties, in any proceedings under Sections 1113 and/or 1114 of the Bankruptcy Code with respect to the IUE-CWA, in any pension termination proceeding under ERISA and/or the Bankruptcy Code, and all claims administration and allowance matters.


B. Nothing in this Agreement, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall limit or otherwise modify: (i) Delphi's rights under Section 4041 of ERISA; or (ii) Delphi's rights under Section 1113 and/or 1114 of the Bankruptcy Code with regard to any obligations which pre-existed this Agreement (including pre-existing obligations referenced within this Agreement), such as (by way of illustration only) the obligation to maintain the hourly pension plan or provide retirees or active employees (including employees/retirees participating in the attrition programs contained in this Agreement) with levels of healthcare or other benefits as specified in pre-existing labor agreements.

C. Nothing contained herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder shall constitute an assumption of any agreement described herein, including, without limitation any collective bargaining agreement between the IUE-CWA and Delphi, nor shall anything herein, the Bankruptcy Court's approval of this Agreement, or the performance of any obligations hereunder, be deemed to create or give rise to an administrative or priority claim or convert a prepetition claim into a postpetition claim or an administrative expense with respect to any party.


Delphi Corporation


International Union, IUE-CWA


Delphi Corporation


International Union, IUE-CWA

Date: 5/26/06

Date: 5-26-06

EXHIBIT 1.21

REAL PROPERTY

U.S: 760 Jersey Avenue
New Brunswick, New Jersey 08903
United States